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December 18, 2012

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Supervisors:



BOARD OF SUPERVISORS

Gloria Molina
First District
Mark Ridley-Thomas
Second District
Zev Yaroslavsky
Third District
Don Knabe
Fourth District
Michael D. Antonovich
Fifth District

ADOPTED

BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

26 December 18, 2012

Sachi A. Hamai
SACHI A. HAMAI
EXECUTIVE OFFICER

**APPROVAL TO EXECUTE A SOLE SOURCE CONTRACT WITH THE REALISTIC EDUCATION
IN ACTION COALITION TO FOSTER HEALTH FOR HIV/AIDS TRANSITIONAL CASE
MANAGEMENT SERVICES FOR YOUTH EFFECTIVE UPON DATE OF BOARD APPROVAL
THROUGH MARCH 31, 2015; AND A SOLE SOURCE CONTRACT WITH PUBLIC COUNSEL
FOR HIV/AIDS LEGAL SERVICES EFFECTIVE DATE OF BOARD APPROVAL THROUGH
FEBRUARY 28, 2014
(ALL SUPERVISORIAL DISTRICTS) (3 VOTES)**

SUBJECT

Request approval to execute a sole source contract with Realistic Education in Action Coalition to Foster Health for the provision of HIV/AIDS transitional case management services for youth and a sole source contract with Public Counsel for the provision of HIV/AIDS legal services.

IT IS RECOMMENDED THAT THE BOARD:

1. Authorize and instruct the Director of the Department of Public Health (DPH), or his designee, to execute a sole source contract with Realistic Education in Action Coalition to Foster Health (REACH LA), substantially similar to Exhibit I, for the provision of HIV/AIDS transitional case management for youth (TCMY) services, at a total contractual obligation of \$233,333, consisting of \$33,333 effective upon date of Board approval through March 31, 2013 and \$100,000 annually for the period of April 1, 2013 through March 31, 2014 and April 1, 2014 through March 31, 2015, 100 percent offset by Health Resources and Services Administration, Single Allocation Model HIV Care (SAM HIV Care) funds passed through the California Department of Public Health, Office of AIDS.
2. Delegate authority to the Director of DPH, or his designee, to execute amendments to the REACH LA contract that adjust the term through September 30, 2015; allow the rollover of unspent contract funds; and/or provide an increase or decrease in funding up to 10 percent above or below each

term's annual base maximum obligation, effective upon amendment execution or at the beginning of the applicable contract term, and make corresponding service adjustments, as necessary, subject to review and approval by County Counsel, and notification to your Board and the Chief Executive Office (CEO).

3. Authorize and instruct the Director of DPH, or his designee to execute a sole source contract with Public Counsel, substantially similar to Exhibit II, for the provision of HIV/AIDS legal services, at a total contractual obligation of \$156,250, consisting of \$31,250 effective upon date of Board approval through February 28, 2013 and \$125,000 for the period of March 1, 2013 through February 28, 2014; 100 percent offset by Ryan White Program (RWP) Part A funds.

4. Delegate authority to the Director of DPH, or his designee, to execute amendments to the Public Counsel contract that extend the term through February 28, 2015 at an annual base maximum obligation of \$125,000, adjust the term through August 31, 2015; allow the rollover of unspent contract funds; and/or provide an increase or decrease in funding up to 10 percent above or below each term's annual base maximum obligation, effective upon amendment execution or at the beginning of the applicable contract term, and make corresponding service adjustments, as necessary, subject to review and approval by County Counsel, and notification to your Board and the CEO.

5. Authorize and instruct the Director of DPH, or his designee, to execute amendments to the contracts that revise or incorporate provisions consistent with all applicable State and/or federal laws and regulations, County Ordinances, and Board policy, subject to review and approval by County Counsel.

6. Delegate authority to the Director of DPH, or his designee, to execute change notices to the contracts that authorize modifications to or within budget categories within each budget, and corresponding service adjustments, as necessary; changes to hours of operation and/or service locations; and/or corrections of errors in the contract's terms and conditions.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Approval of Recommendation 1 will allow DPH to execute a sole source contract with REACH LA to provide TCMY services in Service Planning Areas (SPAs) 4 and 6 to people living with HIV/AIDS (PLWHA) between the ages of 13 to 24 who have either fallen out of HIV specific primary health care and supportive services or have an unknown HIV status. The services to be provided include: a) identifying HIV positive young people who have fallen out of HIV-specific primary health care; b) conducting targeted outreach to locate and enroll young HIV positive youth in HIV medical services; c) promoting adherence to HIV medical care and treatment; d) screening, assessing, and evaluating young people for readiness to re enter and actively participate in consistent HIV care; e) motivating young people to re-engage in HIV care; f) promoting behaviors that reduce the acquisition of sexually transmitted infections and transmission of HIV to their sexual and needle-sharing partners; g) screening and diagnosing young people of unknown HIV status; and h) linking or re-linking young people with HIV to clinics for HIV care. These services will assist with adherence to antiretroviral treatments, decrease community viral resistance, decrease secondary HIV transmissions, and improve overall survival rates.

In order to identify a provider to carry out these services, DPH conducted a thorough evaluation of existing providers who meet the following criteria: 1) experience providing youth-specific HIV services; 2) demonstrated cultural competency in serving the priority population (gay- and bisexual-

identified, African-American youth at high-risk for or infected with HIV); and 3) ability to deliver services in SPAs 4 and 6. Based on the results of the evaluation, REACH LA was the only agency that met all three criteria. REACH LA has the clinical expertise, experience, and established TCMY programs needed to ensure that all components in the provision of these services are successfully implemented.

Other providers who serve youth through their case management programs were considered, including AltaMed Health Services Corporation, Children's Hospital Los Angeles, Miller Children's Hospital Long Beach, and South Bay Family Healthcare Center. However, none of these existing providers offer services in SPA 6. While REACH LA will provide TCMY services in their downtown headquarters, they also have the ability to provide TCMY services in SPA 6 at the OASIS clinic, thereby filling current gaps in service availability. In addition, REACH LA is not a clinic provider, so serving clients at OASIS would not pose a conflict of interest, as it might for the other clinic providers who may be in direct competition with OASIS for clients.

REACH LA has nearly 20 years of experience working with HIV/AIDS issues and providing specialized outreach to high-risk youth of color. They serve a diverse community of youth ages 12 to 24 from Central, South and East Los Angeles. Eighty percent of their clients identify as African American. REACH LA is also unique in its innovative methods to reach out and engage youth population unmatched by clinic-centered youth providers via their youth-focused social service and recreational activities. For example, in 2010, the CDC awarded REACH LA funding to implement an extensive HIV one-on-one risk reduction intervention targeted to young African American and Latino gay and bisexual men, and young women at sexual risk using the CLEAR model. CLEAR is an evidence-based, health promotion intervention delivered one-on-one to youth living with HIV/AIDS or at high-risk for HIV using cognitive behavioral techniques to change behavior. The CLEAR model is similar to the TCMY model. Additionally, REACH LA offers youth-centered programming, including the Ovahnness Young Men's Leadership program, Girl2Girl Leadership program, Peer Health Advocate training and certification, LGBTQ Youth of Color/Arts & Media for Social Action program, Youth Video/Media Production, and Dance Studio.

Overall, REACH LA has a track record of identifying a high rate of HIV infections. Annually, REACH LA tests 200-300 youth and adults and has maintained a 3%-4% seropositivity rate from 2009 through 2012, and maintains a record of 100% linkage to medical and case management service. This high rate of linkage attests to REACH LA's ability to provide TCMY services, as the ability to engage and link clients who are in need of supportive services is a required component for success.

Approval of Recommendation 3 will allow DPH to execute a sole source contract with Public Counsel in order to provide free HIV/AIDS legal services to former HIV/AIDS Legal Services Alliance (HALSA) clients to develop transition plans for up to 300 clients with outstanding legal issues. In May 2012, HALSA closed their offices, leaving many existing PLWHA clients with unresolved legal issues. As part of their client transition plan, HALSA referred all of its clients to Public Counsel, which is located in SPA 4, an area heavily impacted by HIV/AIDS. In addition, the transition plan included HALSA referring additional legal counsel to become Public Counsel staff to help address the service gap. As a result, Public Counsel sought assistance from DPH for funding to help serve the former HALSA clients. Upon the closure of HALSA, the Commission on HIV allocated additional funding for the specific purpose of assisting clients to transition to an alternate legal service provider in order to resolve all outstanding legal cases.

Approval of Recommendations 2 and 4 will allow DPH to execute amendments to extend the term of the REACH LA and Public Counsel contract and/or adjust the terms of both contracts; rollover

unspent funds; increase or decrease funding up to 10 percent above or below the annual base maximum obligation, effective upon amendment execution or at the beginning of the applicable contract term, and make corresponding service adjustments, as necessary. This recommended action will enable DPH to amend both contracts to adjust the term for a period of up to six-months beyond the initial expiration date. Such amendments will only be executed if and when there is an unanticipated extension of the term of the applicable grant funding to allow additional time to complete services and utilize grant funding. This authority is being requested to enhance DPH's efforts to expeditiously maximize grant revenue, consistent with Board Policy 4.070: Full Utilization of Grant Funds.

Recommendations 2 and 4 will also enable DPH to amend the contracts to allow for the provision of additional units of funded services that are above the service level identified in the current contract and/or the inclusion of unreimbursed eligible costs, based on the availability of grant funds and grant funder approval. While the County is under no obligation to pay a contractor beyond what is identified in the original executed contracts, the County may determine that the contractor has provided evidence of eligible costs for qualifying contracted services and that it is in the County's best interest to increase the maximum contract obligation as a result of receipt of additional grant funds or a determination that funds should be reallocated. This recommendation has no impact on net County cost.

Approval of Recommendation 5 will allow DPH to execute amendments to the contracts to incorporate provisions consistent with all applicable State and/or federal laws and regulations, County Ordinances, and Board policy.

Approval of Recommendation 6 will allow DPH to execute change notices to the contracts that authorize modifications to or within budget categories within each budget, and corresponding service adjustments, as necessary; changes to hours of operation and/or service locations; and/or corrections of errors in the contract's terms and conditions.

Implementation of Strategic Plan Goals

The recommended actions support Goal 3, Integrated Services Delivery, of the County's Strategic Plan.

FISCAL IMPACT/FINANCING

REACH LA

The maximum obligation for the REACH LA contract is \$233,333, effective upon date of Board approval through March 31, 2015, 100 percent offset by SAM HIV Care funds.

Public Counsel

The maximum obligation for the Public Counsel contract is \$156,250, effective upon date of Board approval through February 28, 2014, 100 percent offset by RWP Part A funds.

Funding for these contracts has been included in DPH's Final Adopted Budget for fiscal year (FY) 2012-13 and will be requested in future FYs, as necessary.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

REACH LA

Locally, HIV transmission among youth continues to climb. In the 2008-13 Los Angeles County HIV Prevention Plan the County HIV Prevention Planning Committee included youth as a priority population. REACH LA is located in SPA 4 and has a long history of delivering high quality, culturally competent, and age-appropriate HIV/AIDS prevention services and demonstrated ability to deliver culturally competent TCMY services to the communities hardest hit by the local HIV/AIDS epidemic, given their current client demographic and expertise in LGBT youth subcultures.

REACH LA will offer TCMY services at its social service site in SPA 4 as a complement to its existing HIV prevention services and recreational activities. This strategy will allow young PLWHA to access HIV case management services in a setting where their HIV status cannot be presumed. This is a key aspect of service delivery as confidentiality remains one of the most important factors in youth engagement in HIV services. REACH LA will also co-locate a youth case manager at the Los Angeles County OASIS clinic in SPA 6. OASIS is located in a highly impacted area without immediate access to youth case management services, despite being geographically primed to serve a population with one of the highest growing rates of HIV infection—young gay men of color.

Public Counsel

Public Counsel operates a medical-legal partnership (MLP) onsite at the Los Angeles County Rand Schrader Clinic for PLWHA. The MLP is currently staffed by former HALSA employees who have joined Public Counsel and are already known by the medical staff and patients. Public Counsel has several years of experience with MLPs focusing on specific communities and is therefore able to leverage that expertise to expand the scope of the services available at the Rand Schrader MLP. Providing access to free legal services on-site at primary care clinics is an effective way of reaching PLWH/A and ensuring that they remain in medical care.

County Counsel has approved Exhibits I and II as to form. Attachments A and B are the signed Sole Source Checklists.

CONTRACTING PROCESS

REACH LA

On February 7, 2011, your Board approved seven Transitional Case Management contracts through March 31, 2013. Two of these contracts are for the provision of TCMY services in SPAs 3, 4, and 7. Entering into a contract with REACH LA will enhance TCMY services in SPA 4 and expand services to SPA 6, both areas heavily impacted by HIV/AIDS. The provision of TCMY services at REACH LA will complement the County's HIV prevention and treatment strategy and allow the County to bridge a longstanding service delivery gap for PLWHA ages 13 to 24.

Public Counsel

The legal services to be provided by Public Counsel will be time limited in order to effectively close all outstanding legal matters for clients with HIV that remain following the closure of HALSA. Should the Commission on HIV determine that further support is necessary for the provision of legal services for PLWHA beyond the identified term, a solicitations process will be initiated.

Public Counsel is the largest pro bono law firm in the nation. Historically it has effectively leveraged

funding to recruit and provide technical support to pro bono attorneys who in turn deliver free legal services to clients. Annually Public Counsel delivers over \$85 million of free assistance to low-income clients. The recommended contract will allow Public Counsel to retain former HALSA staff who have up to 15 years of experience providing legal services to PLWHA and assisting PLWHA to access other public benefits programs for which they are eligible.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of the recommended actions will allow DPH to enhance TCMY services in SPAs 4 and 6 and assist clients that have dropped out of HIV/AIDS primary health care and other supportive services. In addition, approval of the recommended actions will allow for the continued delivery of free legal services to PLWHA who have unresolved legal needs.

Respectfully submitted,



JONATHAN E. FIELDING, M.D., M.P.H.

Director and Health Officer

JEF:MJP:jlh

BL#02442

Enclosures

c: Chief Executive Officer
County Counsel
Executive Officer, Board of Supervisors

PH-Pending

**HUMAN IMMUNODEFICIENCY VIRUS (HIV)/
ACQUIRED IMMUNE DEFICIENCY SYNDROME (AIDS)
TRANSITIONAL CASE MANAGEMENT CONTRACT**

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Contract No. PH-Pending

**DEPARTMENT OF PUBLIC HEALTH
HUMAN IMMUNODEFICIENCY VIRUS (HIV)/
ACQUIRED IMMUNE DEFICIENCY SYNDROME (AIDS)
TRANSITIONAL CASE MANAGEMENT SERVICES CONTRACT**

THIS CONTRACT is made and entered into this _____
day of _____, 2012,

by and between COUNTY OF LOS ANGELES (hereafter
"County")

and REALISTIC EDUCATION IN ACTION
COALITION TO FOSTER HEALTH dba
REACH LA
(hereafter "Contractor")

WHEREAS, California Health and Safety Code Section 101025 places upon
County's Board of Supervisors ("Board"), the duty to preserve and protect the public's
health; and

WHEREAS, California Health and Safety Code Section 101000 requires
County's Board to appoint a County Health Officer, who is also the Director of County's
Department of Public Health ("DPH" or "Department"), to provide services directed
toward the prevention or mitigation of communicable and infectious diseases within the
jurisdiction of County; and

WHEREAS, the term "Director" as used herein refers to the County's Director of
DPH, or his duly authorized designee; (hereafter jointly referred to as "Director"); and

WHEREAS, County is authorized by Government Code Section 31000 to
contract for these services, and

WHEREAS, County has established Division of HIV and STD Programs (hereafter "DHSP") under the administrative direction of County's Department of Public Health (hereafter "DPH"); and

WHEREAS, County is authorized by Government Code Section 26227 and otherwise to contract for services hereunder; and

WHEREAS, County is authorized by Government Code Section 53703 to do all acts necessary to participate in any Federal program whereby Federal funds are granted to County for purposes of health, education, welfare, public safety, and law enforcement which have not been preempted by State law; and

WHEREAS, County has been awarded grant funds from the Health Resources and Services Administration, Single Allocation Model (hereafter "HRSA"), Catalog of Federal Domestic Assistance (CFDA) Number 93.917; Single Allocation Model (SAM) HIV Care (hereafter "SAM HIV Care") as a pass through the California Department of Public Health, Office of AIDS (CDPH-OA); and

WHEREAS, it is established by virtue of County's receipt of grant funds under the federal and State that County is one of the local areas hardest "hit" by the AIDS epidemic; and

WHEREAS, Contractor is willing and able to provide the services described herein, in consideration of the payments under this contract and under the terms and conditions hereafter set forth; and

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for good and valuable consideration, the parties agree to the following:

1. APPLICABLE DOCUMENTS:

Exhibits (A, C, D, E, F, G and H) are attached to and form a part of this Contract.

In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, or the contents or description of any task, deliverable, goods, service, or other work, or otherwise between the base Contract and the Exhibits, or between Exhibits, such conflict or inconsistency shall be resolved by giving precedence first to the Contract and then to the Exhibits as listed below:

Standard Exhibits

Exhibit A – Statement of Work

Exhibit B - Scope of Work "Intentionally Omitted"

Exhibit C – Schedule(s)

Exhibit D – Contractor's EEO Certification

Exhibit E - Contractor Acknowledgement and Confidentiality

Unique Exhibits

Exhibit F – Charitable Act Compliance

Exhibit G - Guidelines for Staff Tuberculosis Screening

Exhibit H - People with HIV/AIDS Bill of Rights and Responsibilities

2. DESCRIPTION OF SERVICES:

A. Contractor shall provide services in the manner described in Exhibit A (Statement of Work), attached hereto and incorporated herein by reference.

B. Contractor acknowledges that the quality of service(s) provided under this Contract shall be at least equivalent to that which Contractor provides to all other clients it serves.

C. If the Contractor provides any tasks, deliverables, goods, services, or other work, other than as specified in this Contract, the same shall be deemed to

be a gratuitous effort on the part of the Contractor, and the Contractor shall have no claim whatsoever against the County.

3. TERM OF CONTRACT:

The term of this Contract shall be effective date of Board approval and shall continue in full force and effect through March 31, 2015, unless sooner terminated or extended, in whole or in part, as provided in this Contract.

The Contractor shall notify (Department) when this Contract is within six (6) months from the expiration of the term as provided for hereinabove. Upon occurrence of this event, the Contractor shall send written notification to the Director at the address herein provided under Paragraph 21, NOTICES.

4. MAXIMUM OBLIGATION OF COUNTY:

A. Effective date of Board approval through March 31, 2013, the maximum obligation of County for all services provided hereunder shall not exceed Thirty-Three Thousand, Three Hundred Thirty-Three Dollars (\$33,333), as set forth in Schedule 1, attached hereto and incorporated herein by reference.

B. Effective April 1, 2013 through March 31, 2014, the maximum obligation of County for all services provided hereunder shall not exceed One Hundred Thousand Dollars (\$100,000), as set forth in Schedule 2, attached hereto and incorporated herein by reference.

C. Effective April 1, 2014 through March 31, 2015, the maximum obligation of County for all services provided hereunder shall not exceed One Hundred Thousand Dollars (\$100,000), as set forth in Schedule 3, attached hereto and incorporated herein by reference.

D. The Contractor shall not be entitled to payment or reimbursement for any tasks or services performed, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except as specified herein. Assumption or takeover of any of the Contractor's duties, responsibilities, or obligations, or performance of same by any entity other than the Contractor, whether through assignment, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever, shall occur only with the County's express prior written approval.

E. The Contractor shall maintain a system of record keeping that will allow the contractor to determine when it has incurred seventy-five percent (75%) of the total contract authorization under this Contract. Upon occurrence of this event, the Contractor shall send written notification to the Department at the address herein provided under Paragraph 21, NOTICES.

F. No Payment for Services Provided Following Expiration/Termination of Contract: The Contractor shall have no claim against County for payment of any money or reimbursement, of any kind whatsoever, for any service provided by the Contractor after the expiration or other termination of this Contract. Should the Contractor receive any such payment it shall immediately notify County and shall immediately repay all such funds to County. Payment by County for Services rendered after expiration/termination of this Contract shall not constitute a waiver of County's right to recover such payment from the Contractor. This provision shall survive the expiration or other termination of this Contract.

5. INVOICES AND PAYMENT:

A. The Contractor shall invoice the County only for providing the tasks, deliverables, goods, services, and other work specified in Exhibit A and/or hereunder and in accordance with the Schedule(s) attached hereto and incorporated herein by reference.

B. The Contractor shall bill County monthly in arrears. All billings shall include a financial invoice and all required reports and/or data. All billings shall clearly reflect all required information as specified on forms provided by County regarding the services for which claims are to be made and any and all payments made to Contractor.

C. Billings shall be submitted to County within thirty (30) calendar days after the close of each calendar month. Within a reasonable period of time following receipt of a complete and correct monthly billing, County shall make payment in accordance to the Schedule(s) attached hereto and incorporated herein by reference.

D. Billings shall be submitted directly to County of Los Angeles, Division of HIV and STD Programs, Financial Services, 600 S. Commonwealth Avenue, 10th Floor, Los Angeles, CA 90005.

E. For each term, or portion thereof, that this Contract is in effect, Contractor shall provide an annual cost report within thirty (30) calendar days following the close of the contract period. Such cost report shall be prepared in accordance with generally accepted accounting principles and clearly reflect all

required information as specified in instructions and forms provided by the County.

If this Contract is terminated prior to the close of the contract period, the cost report shall be for that Contract period which ends on the termination date. The report shall be submitted within thirty (30) calendar days after such termination date.

The primary objective of the annual cost report shall be to provide the County with actual expenditure data for the contract period that shall serve as the basis for determining final amounts due to/from the Contractor.

If the annual cost report is not delivered by Contractor to County within the specified time, Director may withhold all payments to Contractor under all service contracts between County and Contractor until such report is delivered to County and/or, at the Director's sole discretion, a final determination of amounts due to/from Contractor is determined on the basis of the last monthly billing received.

Failure to provide the annual cost report may constitute a material breach of the Contract, in the sole discretion of the County, upon which the County may suspend or terminate this Contract.

F. Upon expiration or prior termination of this Contract, Contractor shall submit, within thirty (30) calendar days, any outstanding and/or final invoice(s) for processing and payment. Contractor's failure to submit any outstanding and/or final invoice(s) within the specified period shall constitute Contractor's waiver to receive payment for any outstanding and/or final invoice(s).

G. Withholding Payment:

(1) Subject to the reporting and data requirements of this Contract and the exhibit(s) attached hereto, County may withhold any claim for payment by Contractor if any report or data is not delivered by Contractor to County within the time limits of submission as set forth in this Contract, or if such report or data is incomplete in accordance with requirements set forth in this Contract. This withholding may be invoked for the current month and any succeeding month or months for reports or data not delivered in a complete and correct form.

(2) Subject to the Record Retention and Audits provision of this Contract, County may withhold any claim for payment by Contractor if Contractor has been given at least thirty (30) calendar days' notice of deficiency(ies) in compliance with the terms of this Contract and has failed to correct such deficiency(ies). This withholding may be invoked for any month or months for deficiency(ies) not corrected.

(3) Upon acceptance by County of all report(s) and data previously not accepted under this provision and/or upon correction of the deficiency(ies) noted above, County shall reimburse all withheld payments on the next regular monthly claim for payment by Contractor.

(4) Subject to the provisions of the exhibit(s) of this Contract, if the services are not completed by Contractor within the specified time, County may withhold all payments to Contractor under this Contract until proof of such service(s) is/are delivered to County.

(5) In addition to Subparagraphs (1) through (4) immediately above, Director may withhold claims for payment by Contractor which are delinquent amounts due to County as determined by any cost report settlement, audit report, audit report settlement, or financial evaluation report, resulting from this or any current year's Contract(s) or any prior years' Contract(s) between the County and Contractor. The withheld claims will be used to pay all outstanding delinquent amounts and upon the County being repaid all outstanding delinquent amounts, any remaining claims for payment will be made to the Contractor accordingly.

(6) County may withhold any claim for payment by Contractor if Contractor, in the judgment, of the County is in materially breach of this Contract or has failed to fulfill its obligations under this Contract until Contractor has cured said breaches and/or failures. County will provide written notice of its intention to withhold payment specifying said breaches and/or failure to Contractor.

H. Fiscal Viability: Contractor must be able to carry the costs of its program without reimbursement from the contract for at least sixty (60) days at any point during the term of this contract.

6. FUNDING/SERVICES ADJUSTMENTS AND REALLOCATIONS:

A. Upon Director's specific written approval, as authorized by the County's Board of Supervisors, County may: 1) increase or decrease funding up to 10 percent above or below each term's annual base maximum obligation; 2) reallocate funds between schedules within this Contract where such funds can

be more effectively used by Contractor up to 10 percent of the term's annual base maximum obligation; and 3) make modifications to or within budget categories within each schedule, as reflected in Exhibit C, and make corresponding service adjustments, as necessary. Such adjustments may be made based on the following: (a) if additional monies are available from federal, State, or County funding sources; (b) if a reduction of monies occurs from federal, State, or County funding sources; and/or (c) if County determines from reviewing Contractor's records of service delivery and billings to County that an underutilization of funds provided under this Contract will occur over its term.

All funding adjustments and reallocation as allowed under this Paragraph may be effective upon amendment execution or at the beginning of the applicable contract term, to the extent allowed by the funding source and as authorized by the County's Board of Supervisors. Adjustments and reallocations of funds in excess of the aforementioned amount shall require separate approval by County's Board of Supervisors. Any change to the County maximum obligation or reallocation of funds between schedules in this Contract shall be effectuated by an administrative amendment to this Contract pursuant to the ALTERATION OF TERMS/AMENDMENTS Paragraph of this Contract. Any modification to or within schedule budget categories shall be effectuated by a change notice that shall be incorporated into and become part of this Contract pursuant to the ALTERATION OF TERMS/AMENDMENTS Paragraph of this Contract.

B. County and Contractor shall review Contractor's expenditures and commitments to utilize any funds, which are specified in this Contract for the services hereunder and which are subject to time limitations as determined by Director, midway through each County fiscal year during the term of this Contract, midway through the applicable time limitation period for such funds if such period is less than a County fiscal year, and/or at any other time or times during each County fiscal year as determined by Director. At least fifteen (15) calendar days prior to each such review, Contractor shall provide Director with a current update of all of Contractor's expenditures and commitments of such funds during such fiscal year or other applicable time period.

7. ALTERATION OF TERMS/AMENDMENTS:

A. The body of this Contract (including its ADDITIONAL PROVISIONS), and any Exhibit(s) attached hereto, fully expresses all understandings of the parties concerning all matters covered and shall constitute the total Contract. No addition to, or alteration of, the terms of this Contract, whether by written or verbal understanding of the parties, their officers, employees or agents, shall be valid and effective unless made in the form of a written amendment to this Contract which is formally approved and executed by the parties in the same manner as this Contract.

B. The County's Board of Supervisors; the Chief Executive Officer or designee; or applicable State and/or federal entities, laws, or regulations may require the addition and/or change of certain terms and conditions in the Contract during the term of this Contract to comply with changes in law or County policy.

The County reserves the right to add and/or change such provisions as required by the County's Board of Supervisors, Chief Executive Officer, or State or federal entity. To implement such changes, an Amendment to the Contract shall be prepared by Director and executed by the Contractor and Director, as authorized by the County's Board of Supervisors.

C. Notwithstanding Paragraph 7.A., in instances where the County's Board of Supervisors has delegated authority to the Director to amend this Contract to permit extensions or adjustments of the contract term; the rollover of unspent Contract funds; and/or an internal reallocation of funds between budgets up to 10 percent of each term's annual base maximum obligation and/or an increase or decrease in funding up to 10 percent above or below each term's annual base maximum obligation, effective upon amendment execution or at the beginning of the applicable Contract term, and make corresponding service adjustments, as necessary, an Administrative Amendment shall be prepared by Director and executed by the Contractor and Director, as authorized by the County's Board of Supervisors, and shall be incorporated into and become part of this Contract.

D. Notwithstanding Paragraph 7.A., in instances where the County's Board of Supervisors has delegated authority to the Director to amend this Contract to permit modifications to or within budget categories within each schedule, as reflected in Exhibit C, up to an adjustment between all budget categories, and corresponding adjustment of the scope of work tasks and/or activities and/or allow for changes to hours of operation, changes to service

locations, and/or correction of errors in the Contract's terms and conditions, a written Change Notice shall be signed by the Director and Contractor, as authorized by the County's Board of Supervisors. The executed Change Notice shall be incorporated into and become part of this Contract.

8. CONFIDENTIALITY:

A. Contractor shall maintain the confidentiality of all records and information in accordance with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures relating to confidentiality, including, without limitation, County policies concerning information technology security and the protection of confidential records and information.

B. Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting, or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with this CONFIDENTIALITY Paragraph, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this CONFIDENTIALITY Paragraph shall be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole costs and expense, except that in the event Contractor fails to

provide County with a full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor shall not have the right to enter into any settlement, agree to any injunction, or make any admission, in each case, on behalf of County without County's prior written approval.

C. Contractor shall inform all of its officers, employees, agents and subcontractors providing services hereunder of the confidentiality provisions of this Contract.

D. Contractor shall sign and adhere to the provisions of the "Contractor Acknowledgement and Confidentiality Agreement", Exhibit E.

9. CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFF/OR RE-EMPLOYMENT LIST:

Should Contractor require additional or replacement personnel after the effective date of this Contract to perform the services set forth herein, Contractor shall give first consideration for such employment openings to qualified, permanent County employees who are targeted for layoff or qualified, former County employees who are on a re-employment list during the life of this Contract.

10. CONTRACTOR'S OBLIGATION AS A NON-BUSINESS ASSOCIATE UNDER THE HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA) OF 1996:

The parties acknowledge the existence of the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations (“HIPAA”). Contractor understands and agrees that, as a provider of youth transitional case management services, it is a “covered entity” under HIPAA and, as such, has obligations with respect to the confidentiality, privacy and security of patient’s medical information, and must take certain steps to preserve the confidentiality of this information, both internally and externally, including the training of its staff and the establishment of proper procedures for the release of such information, and the use of appropriate consents and authorizations specified under HIPAA.

The parties acknowledge their separate and independent obligations with respect to HIPAA, and that such obligations relate to transactions and code sets, privacy, and security. Contractor understands and agrees that it is separately and independently responsible for compliance with HIPAA in all these areas and that County has not undertaken any responsibility for compliance on Contractor’s behalf. Contractor has not relied, and will not in any way rely, on County for legal advice or other representations with respect to Contractor’s obligations under HIPAA, but will independently seek its own counsel and take the necessary measures to comply with the law and its implementing regulations.

“CONTRACTOR AND COUNTY UNDERSTAND AND AGREE THAT EACH IS INDEPENDENTLY RESPONSIBLE FOR HIPAA COMPLIANCE AND AGREE TO TAKE ALL NECESSARY ACTIONS TO COMPLY WITH THE REQUIREMENTS OF THE HIPAA LAW AND IMPLEMENTING REGULATIONS RELATED TO TRANSACTIONS AND CODE SET, PRIVACY AND SECURITY. EACH PARTY

FURTHER AGREES TO INDEMNIFY AND HOLD HARMELSS THE OTHER PARTY (INCLUDING THEIR OFFICERS, EMPLOYEES, AND AGENTS), FOR ITS FAILURE TO COMPLY WITH HIPAA.”

11. INDEMNIFICATION: Contractor shall indemnify, defend, and hold harmless County and its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with Contractor’s acts and/or omissions arising from and/or relating to this Contract.

12. GENERAL PROVISIONS FOR ALL INSURANCE COVERAGES: Without limiting Contractor's indemnification of County and in the performance of this Contract and until all of its obligations pursuant to this Contract have been met, Contractor shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in this paragraph and in the INSURANCE COVERAGE REQUIREMENTS paragraph of this Contract. These minimum insurance coverage terms, types and limits (the “Required Insurance”) also are in addition to and separate from any other contractual obligation imposed upon Contractor pursuant to this Contract. The County in no way warrants that the Required Insurance is sufficient to protect the Contractor for liabilities which may arise from or relate to this Contract.

A. Evidence of Coverage and Notice to County: A certificate(s) of insurance coverage (Certificate) satisfactory to County, and a copy of an Additional Insured endorsement confirming County and its Agents (defined below) has been given Insured status under the Contractor’s General Liability

policy, shall be delivered to the County at the address shown below and provided prior to commencing services under this Contract.

Renewal Certificates shall be provided to County not less than ten (10) calendar days prior to Contractor's policy expiration dates. The County reserves the right to obtain complete, certified copies of any required Contractor and/or Sub-Contractor insurance policies at any time.

Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this Contract by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate shall match the name of the Contractor identified as the contracting party in this Contract. Certificates shall provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding fifty thousand (\$50,000) dollars, and list any County required endorsement forms.

Neither the County's failure to obtain, nor the County's receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by the Contractor, its insurance broker(s) and/or insurer(s), shall be construed as a waiver of any of the Required Insurance provisions.

Certificates and copies of any required endorsements shall be sent to:

County of Los Angeles – Department of Public Health
Contract Monitoring Unit
5555 Ferguson Drive, Suite 210
Commerce, California 90022

and Attention: Chief Contract Monitoring Unit

County of Los Angeles, Department of Public Health
Division of HIV and STD Programs
600 South Commonwealth Avenue, 10th Floor
Los Angeles, California 90005
Attention: Contract Administration

Contractor also shall promptly report to County any injury or property damage accident or incident, including any injury to a Contractor employee occurring on County property, and any loss, disappearance, destruction, misuse, or theft of County property, monies or securities entrusted to Contractor. Contractor also shall promptly notify County of any third party claim or suit filed against Contractor or any of its Sub-Contractors which arises from or relates to this Contract, and could result in the filing of a claim or lawsuit against Contractor and/or County.

B. Additional Insured Status and Scope of Coverage: The County of Los Angeles, its special Districts, Elected Officials, Officers, Agents, Employees and Volunteers (collectively County and its Agents) shall be provided additional insured status under Contractor's General Liability policy with respect to liability arising out of Contractor's ongoing and completed operations performed on behalf of the County. County and its Agents additional insured status shall apply with respect to liability and defense of suits arising out of the Contractor's acts or omissions, whether such liability is attributable to the Contractor or to the County. The full policy limits and scope of protection also shall apply to the County and its Agents as an additional insured, even if they exceed the County's minimum Required Insurance specifications herein. Use of an automatic additional insured

endorsement form is acceptable providing it satisfies the Required Provisions herein.

C. Cancellation of or Changes in Insurance: Contractor shall provide County with, or Contractor's insurance policies shall contain a provision that County shall receive, written notice of cancellation or any change in Required Insurance, including insurer, limits of coverage, term of coverage or policy period. The written notice shall be provided to County at least ten (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance for any other cancellation or policy change. Failure to provide written notice of cancellation or any change in Required Insurance may constitute a material breach of the Contract, in the sole discretion of the County, upon which the County may suspend or terminate this Contract.

D. Failure to Maintain Insurance: Contractor's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance shall constitute a material breach of the Contract, upon which County immediately may withhold payments due to Contractor, and/or suspend or terminate this Contract. County, at its sole discretion, may obtain damages from Contractor resulting from said breach. Alternatively, the County may purchase the Required Insurance, and without further notice to Contractor, deduct the premium cost from sums due to Contractor or pursue Contractor reimbursement.

E. Insurer Financial Ratings: Coverage shall be placed with insurers acceptable to the County with an A.M. Best ratings of not less than A:VII unless otherwise approved by County.

F. Contractor's Insurance Shall Be Primary: Contractor's insurance policies, with respect to any claims related to this Contract, shall be primary with respect to all other sources of coverage available to Contractor. Any County maintained insurance or self-insurance coverage shall be in excess of and not contribute to any Contractor coverage.

G. Waivers of Subrogation: To the fullest extent permitted by law, the Contractor hereby waives its rights and its insurer(s)' right of recovery against County under all the Required Insurance for any loss arising from or relating to this Contract. The Contractor shall require its insurers to execute any waiver of subrogation endorsements which may be necessary to effect such waiver.

H. Compensation for County Costs: In the event that Contractor fails to comply with any of the indemnification or insurance requirements of this Contract, and such failure to comply results in any costs to County, Contractor shall pay full compensation for all costs incurred by County.

I. Sub-Contractor Insurance Coverage Requirements: Contractor shall include all Sub-Contractors as insureds under Contractor's own policies, or shall provide County with each Sub-Contractor's separate evidence of insurance coverage. Contractor shall be responsible for verifying each Sub-Contractor complies with the Required Insurance provisions herein, and shall require that each Sub-Contractor name the County and Contractor as additional insureds on the Sub-Contractor's General Liability policy. Contractor shall obtain County's prior review and approval of any Sub-Contractor request for modification of the Required Insurance.

J. Deductibles and Self-Insured Retentions (SIRs): Contractor's policies shall not obligate the County to pay any portion of any Contractor deductible or SIR. The County retains the right to require Contractor to reduce or eliminate policy deductibles and SIRs as respects to the County, or to provide a bond guaranteeing Contractor's payment of all deductibles and SIRs, including all related claims investigation, administration and defense expenses. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

K. Claims Made Coverage: If any part of the Required Insurance is written on a claims made basis, any policy retroactive date shall precede the effective date of this Contract. Contractor understands and agrees it shall maintain such coverage for a period of not less than three (3) years following Contract expiration, termination or cancellation.

L. Application of Excess Liability Coverage: Contractors may use a combination of primary, and excess insurance policies which provide coverage as broad as ("follow form" over) the underlying primary policies, to satisfy the Required Insurance provisions.

M. Separation of Insureds: All liability policies shall provide cross-liability coverage as would be afforded by the standard ISO (Insurance Services Office, Inc.) separation of insureds provision with no insured versus insured exclusions or limitations.

N. Alternative Risk Financing Programs: The County reserves the right to review, and then approve, Contractor use of self-insurance, risk retention groups,

risk purchasing groups, pooling arrangements and captive insurance to satisfy the Required Insurance provisions. The County and its Agents shall be designated as an Additional Covered Party under any approved program.

O. County Review and Approval of Insurance Requirements: The County reserves the right to review and adjust the Required Insurance provisions, conditioned upon County's determination of changes in risk exposures.

13. INSURANCE COVERAGE REQUIREMENTS:

A. Commercial General Liability insurance (providing scope of coverage equivalent to Insurance Services Office ["ISO"] policy form "CG 00 01"), naming County and its Agents as an additional insured, with limits of not less than:

General Aggregate:	\$2 Million
Products/Completed Operations Aggregate:	\$1 Million
Personal and Advertising Injury:	\$1 Million
Each Occurrence:	\$1 Million

B. Automobile Liability insurance (providing scope of coverage equivalent to ISO policy form "CA 00 01") with limits of not less than One Million Dollars (\$1,000,000) for bodily injury and property damage, in combined or equivalent split limits, for each single accident. Insurance shall cover liability arising out of Contractor's use of autos pursuant to this Contract, including "owned", "leased", "hired", and/or "non-owned" autos, as each may be applicable.

C. Workers' Compensation and Employers' Liability insurance or qualified self-insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than One Million Dollars (\$1,000,000) per

accident. If Contractor will provide leased employees, or, is an employee leasing or temporary staffing firm or a professional employer organization (PEO), coverage also shall include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the County as the Alternate Employer, and the endorsement form shall be modified to provide that County will receive not less than thirty (30) days advance written notice of cancellation of this coverage provision. If applicable to Contractor's operations, coverage shall be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.

D. Sexual Misconduct Liability: Insurance covering actual or alleged claims for sexual misconduct and/or molestation with limits of not less than Two Million Dollars (\$2,000,000) per claim and Two Million Dollars (\$2,000,000) aggregate, and claims for negligent employment, investigation, supervision, training or retention of, or failure to report to proper authorities, a person(s) who committed any act of abuse, molestation, harassment, mistreatment or maltreatment of a sexual nature.

E. Professional Liability/Errors and Omissions: Insurance covering Contractor's liability arising from or related to this Contract, with limits of not less than One Million Dollars (\$1,000,000) per claim and Two Million Dollars (\$2,000,000) aggregate. Further, Contractor understands and agrees it shall maintain such coverage for a period of not less than three (3) years following this Contract's expiration, termination or cancellation.

14. RECORD RETENTION AND AUDITS:

A. Service Records: Contractor shall maintain all service records related to this contract for a minimum period of five (5) years following the expiration or prior termination of this Contract. Contractor shall provide upon request by County, accurate and complete records of its activities and operations as they relate to the provision of services, hereunder. Records shall be accessible as detailed in the subsequent sub-paragraph.

B. Financial Records: Contractor shall prepare and maintain on a current basis, complete financial records in accordance with generally accepted accounting principles and also in accordance with written guidelines, standards, and procedures which may from time to time be promulgated by Director. For additional information, please refer to the Los Angeles County Auditor-Controller's Contract Accounting and Administration Handbook. The handbook is available on the internet at <http://publichealth.lacounty.gov/cg/index.htm>

Such records shall clearly reflect the actual cost of the type of service for which payment is claimed and shall include, but not be limited to:

- (1) Books of original entry which identifies all designated donations, grants, and other revenues, including County, federal, and State revenues and all costs by type of service.
- (2) A General Ledger.
- (3) A written cost allocation plan which shall include reports, studies, statistical surveys, and all other information Contractor used to identify and allocate indirect costs among Contractor's various services.

Indirect Costs shall mean those costs incurred for a common or joint objective which cannot be identified specifically with a particular project or program.

(4) Personnel records which show the percentage of time worked providing service claimed under this Contract. Such records shall be corroborated by payroll timekeeping records, signed by the employee and approved by the employee's supervisor, which show time distribution by programs and the accounting for total work time on a daily basis. This requirement applies to all program personnel, including the person functioning as the executive director of the program, if such executive director provides services claimed under this Contract.

(5) Personnel records which account for the total work time of personnel identified as indirect costs in the approved contract budget. Such records shall be corroborated by payroll timekeeping records signed by the employee and approved by the employee's supervisor. This requirement applies to all such personnel, including the executive director of the program, if such executive director provides services claimed under this Contract.

The entries in all of the aforementioned accounting and statistical records must be readily traceable to applicable source documentation (e.g., employee timecards, remittance advice, vendor invoices, appointment logs, client/patient ledgers). The client/patient eligibility determination and fees charged to, and collected from clients/patients

must also reflected therein. All financial records shall be retained by Contractor at a location within Los Angeles County during the term of this Contract and for a minimum period of five (5) years following expiration or earlier termination of this Contract, or until federal, State and/or County audit findings are resolved, whichever is later. During such retention period, all such records shall be made available during normal business hours within ten (10) calendar days, to authorized representatives of federal, State, or County governments for purposes of inspection and audit. In the event records are located outside Los Angeles county and Contractor is unable to move such records to Los Angeles County, the Contractor shall permit such inspection or audit to take place at an agreed to outside location, and Contractor shall pay County for all travel, per diem, and other costs incurred by county for any inspection and audit at such other location. Contractor shall further agree to provide such records, when possible, immediately to county by facsimile/FAX, or through the Internet (i.e. electronic mail ["e-mail"]), upon Director's request. Director's request shall include appropriate County facsimile/FAX number(s) and/or e-mail address(es) for Contractor to provide such records to County. In any event, Contractor shall agree to make available the original documents of such FAX and e-mail records when requested by Director for review as described hereinabove.

C. Preservation of Records: If following termination of this Contract Contractor's facility is closed or if ownership of Contractor changes, within forty-

eight (48) hours thereafter, the Director is to be notified thereof by Contractor in writing and arrangements are to be made by contractor for preservation of the client/patient and financial records referred to hereinabove.

D. Audit Reports: In the event that an audit of any or all aspects of this Contract is conducted by any federal or State auditor, or by any auditor or accountant employed by contractor or otherwise, Contractor shall file a copy of each such audit report(s) with the, Division of HIV and STD Programs (DHSP), Financial Services and with County's Auditor-Controller (Auditor-Controller's Audit Branch), within thirty (30) calendar days of Contractor's receipt thereof, unless otherwise provided for under this Contract, or under applicable federal or State regulations. To the extent permitted by law, County shall maintain the confidentiality of such audit report(s).

E. Independent Audit: Contractor's financial records shall be audited by an independent auditor in compliance with Federal Office of Management and Budget (OMB) Circular Number A-133. The audit shall be made by an independent auditor in accordance with Governmental Financial Auditing Standards developed by the Comptroller General of the United States, and any other applicable federal, State, or County statutes, policies, or guidelines. Contractor shall complete and file such audit report(s) with DHSP no later than the earlier of thirty (30) days after receipt of the auditor's report(s) or nine (9) months after the end of the audit period.

If the audit report(s) is not delivered by contractor to County within the specified time, Director may withhold all payments to Contractor under all service

contracts between County and contractor until such report(s) is delivered to County.

The independent auditor's work papers shall be retained for a minimum of three (3) years from the date of the report, unless the auditor is notified in writing by County to extend the retention period. Audit work paper shall be made available for review by federal, State, or County representative upon request.

F. Federal Access to Records: If, and to the extent that, Section 1861 (v) (1) (I) of the Social Security Act [42 United States Code ("U.S.C.") Section 1395x(v) (1) (I)] is applicable, Contactor agrees that for a period of five (5) years following the furnishing of services under this Contract, Contractor shall maintain and make available, upon written request, to the Secretary of the United States Department of Health and Human Services or the Comptroller General of the United States, or to any of their duly authorized representatives, the contracts, books, documents, and records of Contractor which are necessary to verify the nature and extent of the cost of services provided hereunder. Furthermore, if Contractor carries out any of the services provided hereunder through any subcontract with a value or cost of Ten Thousand Dollars (\$10,000) or more over a twelve (12) month period with a related organization (as that term is defined under federal law), Contractor agrees that each such subcontract shall provide for such access to the subcontract, books, documents, and records of the subcontractor.

G. Program and Audit/Compliance Review: In the event County representatives conduct a program review and/or an audit/compliance review of

Contractor, Contractor shall fully cooperate with County's representatives.

Contractor shall allow County representatives access to all records of services rendered and all financial records and reports pertaining to this Contract and shall allow photocopies to be made of these documents utilizing Contractor's photocopier, for which County shall reimburse Contractor its customary charge for record copying services, if requested. Director shall provide Contractor with at least ten (10) working days prior written notice of any audit/compliance review, unless otherwise waived by Contractor.

County may conduct a statistical sample audit/compliance review of all claims paid by County during a specified period. The sample shall be determined in accordance with generally accepted auditing standards. An exit conference shall be held following the performance of such audit/compliance review at which time the result shall be discussed with Contractor. Contractor shall be provided with a copy of any written evaluation reports.

Contractor shall have the opportunity to review County's findings on Contractor, and Contractor shall have thirty (30) calendar days after receipt of County's audit/compliance review results to provide documentation to County representatives to resolve the audit exceptions. If, at the end of the thirty (30) calendar day period, there remains audit exceptions which have not been resolved to the satisfaction of County's representatives, then the exception rate found in the audit, or sample, shall be applied to the total County payment made to Contractor for all claims paid during the audit/compliance review period to determine Contractor's liability to County. County may withhold any claim for

payment by Contractor for any month or months for any deficiency(ies) not corrected.

H. Audit Settlements:

(1) If an audit conducted by federal, State, and/or County representatives finds that units of service, actual reimbursable net costs for any services and/or combinations thereof furnished hereunder are lower than units of service and/or reimbursement for stated actual net costs for any services for which payments were made to Contractor by County, then payment for the unsubstantiated units of service and/or unsubstantiated reimbursement of stated actual net costs for any services shall be repaid by Contractor to County. For the purpose of this paragraph an "unsubstantiated unit of service" shall mean a unit of service for which Contractor is unable to adduce proof of performance of that unit of service and "unsubstantiated reimbursement of stated actual net costs" shall mean a stated actual net costs for which Contractor is unable to adduce proof of performance and/or receipt of the actual net cost for any service.

(2) If an audit conducted by federal, State, and/or County representatives finds that actual allowable and documented costs for a unit of service provided hereunder are less than the County's payment for those units of service, the Contractor shall repay County the difference immediately upon request, or County has the right to withhold and/or offset that repayment obligation against future payments.

(3) If within thirty (30) calendar days of termination of the contract period, such audit finds that the units of service, allowable costs of services and/or any combination thereof furnished hereunder are higher than the units of service, allowable costs of services and/or payments made by County, then the difference may be paid to Contractor, not to exceed the County maximum Obligation.

(4) In no event shall County be required to pay Contractor for units of services that are not supported by actual allowable and documented costs.

(5) In the event that Contractor's actual allowable and documented cost for a unit of service are less than fee-for-service rate(s) set out in the schedule(s), the Contractor shall be reimbursed for its actual allowable and documented costs only.

I. Failure to Comply: Failure of Contractor to comply with the terms of this Paragraph shall constitute a material breach of contract upon which Director may suspend or County may immediately terminate this Contract.

15. TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST

ORDINANCE OR RESTRICTIONS ON LOBBYING:

A. The Contractor, and each County Lobbyist or County Lobbying firm as defined in County Code Section 2.160.010 retained by the Contractor, shall fully comply with the County's Lobbyist Ordinance, County Code Chapter 2.160. Failure on the part of the Contractor or any County Lobbyist or County Lobbying firm retained by the Contractor to fully comply with the County's Lobbyist

Ordinance shall constitute a material breach of this Contract, upon which the County may in its sole discretion, immediately terminate or suspend this Contract.

B. Federal Certification and Disclosure Requirement: Because federal monies are to be used to pay for Contractor's services under this Contract, Contractor shall comply with all certification and disclosure requirements prescribed by Section 319, Public Law 101-121 (Title 31, U.S.C., Section 1352) and any implementing regulations, and shall ensure that each of its subcontractors receiving funds provided under this Contract also fully comply with all such certification and disclosure requirements.

16A. CONTRACTOR'S CHARITABLE ACTIVITIES COMPLIANCE:

The Supervision of Trustees and Fundraisers for Charitable Purposes Act regulates entities receiving or raising charitable contributions. The "Nonprofit Integrity Act of 2004" (SB 1262, Chapter 919) increased Charitable Purposes Act requirements. By requiring Contractors to complete the Charitable Contributions Certification, Exhibit F, the County seeks to ensure that all County contractors which receive or raise charitable contributions comply with California law in order to protect the County and its taxpayers. A Contractor which receives or raises charitable contributions without complying with its obligations under California law commits a material breach subjecting it to either contract termination or debarment proceedings or both. (County Code Chapter 2.202)

16B. CONTRACTOR'S EXCLUSION FROM PARTICIPATION IN A FEDERALLY FUNDED PROGRAM:

Contractor hereby warrants that neither it nor any of its staff members is restricted or excluded from providing services under any health care program funded by the federal government, directly or indirectly, in whole or in part, and that Contractor will notify Director within thirty (30) calendar days in writing of: (1) any event that would require Contractor or a staff member's mandatory exclusion from participation in a federally funded health care program; and (2) any exclusionary action taken by any agency of the federal government against Contractor or one or more staff members barring it or the staff members from participation in a federally funded health care program, whether such bar is direct or indirect, or whether such bar is in whole or in part.

Contractor shall indemnify and hold County harmless against any and all loss or damage County may suffer arising from any federal exclusion of Contractor or its staff members from such participation in a federally funded health care program.

Failure by Contractor to meet the requirements of this Paragraph shall constitute a material breach of contract upon which County may immediately terminate or suspend this Contract.

16C. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION - LOWER TIER COVERED TRANSACTIONS (45 C.F.R. PART 76):

Contractor hereby acknowledges that the County is prohibited from contracting with and making sub-awards to parties that are suspended, debarred, ineligible or excluded from securing federally funded contracts. By executing this Contract, Contractor certifies that neither it, nor any of its owners, officers, partners, directors or

principals is currently suspended, debarred, ineligible, or excluded from securing federally funded contracts. Further, by executing this Contract, Contractor certifies that, to its knowledge, none of its subcontractors, at any tier, or any owner, officer, partner director, or other principal of any subcontractor is currently suspended, debarred, ineligible, or excluded from securing federally funded contracts. Contractor shall immediately notify County in writing, during the term of this Contract, should it or any of its subcontractors or any principals of either being suspended, debarred, ineligible, or excluded from securing federally funded contracts. Failure of Contractor to comply with this provision shall constitute a material breach of this Contract upon which the County may immediately terminate or suspend this Contract.

16D. LOCAL SMALL BUSINESS ENTERPRISE (SBE) PREFERENCE PROGRAM:

A. This Contract is subject to the provisions of the County's ordinance entitled Local Small Business Enterprise Preference Program, as codified in Chapter 2.204 of the Los Angeles County Code.

B. The Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a Local Small Business Enterprise.

C. The Contractor shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a Local Small Business Enterprise.

D. If the Contractor has obtained certification as a Local Small Business Enterprise by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this contract to which it would not otherwise have been entitled, shall:

(1) Pay to the County any difference between the contract amount and what the County's costs would have been if the contract had been properly awarded;

(2) In addition to the amount described in subdivision (1), be assessed a penalty in an amount of not more than 10 percent of the amount of the contract; and

(3) Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Non-responsibility and Contractor Debarment).

The above penalties shall also apply to any business that has previously obtained proper certification, however, as a result of a change in their status would no longer be eligible for certification, and fails to notify the state and Internal Services Department of this information prior to responding to a solicitation or accepting a contract award.

16E. TRANSITIONAL JOB OPPORTUNITIES PREFERENCE PROGRAM:

A. This Contract is subject to the provisions of the County's ordinance entitles Transitional Job Opportunities Preference Program, as codified in Chapter 2.205 of the Los Angeles County Code.

B. Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a Transitional Job Opportunity vendor.

C. Contractor shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a Transitional Job Opportunity vendor.

D. If Contractor has obtained County certification as a Transitional Job Opportunity vendor by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this contract to which it would not otherwise have been entitled, shall:

(1) Pay to the County any difference between the contract amount and what the County's costs would have been if the contract had been properly awarded;

(2) In addition to the amount described in subdivision (1), be assessed a penalty in an amount of not more than 10 percent (10%) of the amount of the contract; and

(3) Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Non-responsibility and Contractor Debarment).

The above penalties shall also apply to any entity that has previously obtained proper certification, however, as a result of a change in their status would no longer be eligible for certification, and fails to notify the certifying department of this information prior to responding to a solicitation or accepting a contract award.

16F. LIQUIDATED DAMAGES:

A. If, in the judgment of the Director, or his/her designee, the Contractor is deemed to be non-compliant with the terms and obligations assumed hereby, the Director, or his/her designee, at his/her option, in addition to, or in lieu of, other remedies provided herein, may withhold the entire monthly payment or deduct pro rata from the Contractor's invoice for work not performed. A description of the work not performed and the amount to be withheld or deducted from payments to the Contractor from the County, will be forwarded to the Contractor by the Director, or his/her designee, in a written notice describing the reasons for said action.

B. If the Director determines that there are deficiencies in the performance of this Contract that the Director deems are correctable by the

Contractor over a certain time span, the Director will provide a written notice to the Contractor to correct the deficiency within specified time frames. Should the Contractor fail to correct deficiencies within said time frame, the Director may: (a) Deduct from the Contractor's payment, pro rata, those applicable portions of the Monthly Contract Sum; and/or (b) Deduct liquidated damages. The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of the Contractor to correct a deficiency within the specified time frame. The parties hereby agree that under the current circumstances a reasonable estimate of such damages is One Hundred Dollars (\$100) per day per infraction, and that the Contractor shall be liable to the County for liquidated damages in said amount. Said amount shall be deducted from the County's payment to the Contractor; and/or (c) Upon giving five (5) days notice to the Contractor for failure to correct the deficiencies, the County may correct any and all deficiencies and the total costs incurred by the County for completion of the work by an alternate source, whether it be County forces or separate private contractor, will be deducted and forfeited from the payment to the Contractor from the County, as determined by the County.

C. The action noted in sub-paragraph B above shall not be construed as a penalty, but as adjustment of payment to the Contractor to recover the County cost due to the failure of the Contractor to complete or comply with the provisions of this Contract.

D. This sub-paragraph shall not, in any manner, restrict or limit the County's right to damages for any breach of this Contract provided by law or as

specified in sub-paragraph B above, and shall not, in any manner, restrict or limit the County's right to terminate this Contract as agreed to herein.

16G. QUALITY MANAGEMENT: Contractor shall implement a Quality Management (QM) program that assesses the extent to which the care and services provided are consistent with federal (e.g., Public Health Services and CDC Guidelines), State, and local standards of HIV/AIDS care and services. The QM program shall at a minimum:

- A. Identify leadership and accountability of the medical director or executive director of the program;
- B. Use measurable outcomes and data collected to determine progress toward established benchmarks and goals;
- C. Focus on patient linkages to and retention in care and follow-up;
- D. Track client perception of their health and effectiveness of the service received through patient satisfaction surveys;
- E. Serve as a continuous quality improvement (CQI) process with direct reporting of data and performance improvement activities to senior leadership no lesser than on an annual basis.

16H. QUALITY MANAGEMENT PLAN: Contractor shall implement its QM program based on a written QM plan. Contractor shall develop one (1) agency-wide QM plan that encompasses all HIV/AIDS care services. Contractor shall submit to DHSP within sixty (60) days of the receipt of this fully executed Contract, its written QM plan. The plan shall be reviewed and updated as needed by the agency's QM committee, and signed by the medical director or executive director. The

implementation of the QM plan may be reviewed by DHSP staff during its onsite program review. The written QM plan shall at a minimum include the following seven (7) components:

A. Objectives: QM plan should delineate specific goals and objectives that reflect the program's mission, vision and values.

B. QM Committee: The plan shall describe the purpose of the Quality Management Committee, its composition, meeting frequency (quarterly, at minimum) and required documentation (e.g., minutes, agenda, sign-in sheets, etc.). Programs that already have an established advisory committee need not create a separate QM Committee, provided that the existing advisory committee's composition and activities conform to QM program objectives and committee requirements.

C. Selection of a QM Approach: The QM plan shall describe an elected QM approach, such as Plan-Do-Study-Act (PDSA) and/or other models.

D. Implementation of QM Program:

(1) Selection of Performance Indicators – Contractor shall describe how performance indicators are selected. Contractor shall collect and analyze data for at least one (1) or more performance indicators.

Contractor may select indicators from the DHSP approved clinical and performance measures set (core and supplemental measures) or select other aspects of care or service. Contractor may request technical assistance from DHSP Quality Management for assistance in selection, development and implementation of performance indicators.

(2) Data Collection Methodology – Contractor shall describe its sampling strategy (e.g., frequency, percentage of sample sized), collection method (e.g., random chart audit, interviews, surveys, etc.), and process for implementing data collection tools for measuring performance.

(3) Data Analysis – Contractor shall describe its process for review and analysis of performance indicator monitoring results at the QM committee level. This description shall include how and when these findings are communicated with all program staff involved and with senior leadership.

(4) Improvement Strategies – Contractor shall describe its QM Committee's process for selecting performance improvement projects and activities and how this is documented and tracked in order to effectively assess progress of improvement efforts from the current year to the next.

E. Participation in Los Angeles Regional Quality Group – Contractors shall identify a representative to participate in at least two (2) quarterly meetings of the Los Angeles Regional Quality Group (RQG). The RQG is supported and facilitated by DHSP in partnership with the National Quality Center and HIVQUAL and provides opportunities for sharing information, best practices and networking with local area HIV/AIDS providers. QM Contact – Contractor shall identify a contact for all QM related activities and issues. This person shall serve as point of contact for QM related matters, requests, announcements and other activities.

F. Client Feedback Process: The QM plan shall describe the mechanism for obtaining ongoing feedback from clients regarding the accessibility and

appropriateness of service and care through patient satisfaction surveys or other mechanism. Feedback shall include the degree to which the service meets client needs and satisfaction. Patient satisfaction survey results and client feedback shall be discussed in the agency's QM Committee meetings on a regular basis for the enhancement of service delivery. Aggregate data shall be reported to the QM Committee at least annually for continuous program improvement.

G. Client Grievance Process: Contractor shall establish policies and procedures for addressing and resolving client's grievance at the level closest to the source within agency. Grievance data shall be routinely tracked, trended, and reported to the agency's QM committee for discussion and resolution of quality of care or service issues identified. This information shall be made available to DHSP staff during program reviews.

H. Incident Reporting: Contractor shall comply with incident and/or sentinel event reporting as required by applicable federal and State laws, statutes, and regulations. Contractor shall furnish to DHSP Executive Office, upon the occurrence during the operation of the facility, reports of incidents and/or sentinel events specified as follows:

(1) A written report shall be made to the appropriate licensing authority and to DHSP within the next business day from the date of the event, pursuant to federal and State laws, statutes, and regulations.

Reportable events shall include the following:

(a) Any unusual incident and/or sentinel event which threatens the physical or emotional health or safety of any person

to include but not limited to suicide, medication error, delay in treatment, and serious injury.

(b) Any suspected physical or psychological abuse of any person, such as child, adult, and elderly.

(2) The written report shall include the following:

- (a) Patient's name, age, and sex;
- (b) Date and nature of event;
- (c) Disposition of the case;
- (d) Staffing pattern at the time of the incident.

16I. QUALITY MANAGEMENT PROGRAM MONITORING: To determine compliance, DHSP shall review contractor's QM program annually. A numerical score will be issued to the contractor's QM program based on one hundred percent (100%) as the maximum score. Contractor's QM program shall be assessed for implementation of the following components:

- A. Details of the QM plan (QM Objectives, QM Committee, and QM Approach Selection);
- B. Implementation of QM Program;
- C. Client Feedback Process;
- D. Client Grievance Process;
- E. Incident Reporting.

16J. DHSP GRIEVANCE PROGRAM

A. Definition: The word grievance is often used to refer to a complaint, problem, or cause of dissatisfaction or unhappiness about an aspect of care or

service. The DHSP Grievance Program is established to assist clients in resolving complaints and/or concerns they have about any aspect of their care or service delivery experience at the agency. Clients may choose to inform the Contractor (agency) about their complaints or concerns however they also have the option to contact DHSP directly to obtain assistance in resolving their complaints and concerns. Clients have 5 ways to contact DHSP about their complaints or concerns:

1. Grievance (telephone) Line
2. Fax
3. Email
4. Mail (postal)
5. In person

B. Grievance-Line is a telephone line that is available to clients receiving services from DHSP funded agencies. The line gives individuals an opportunity to voice their complaints or concerns regarding their HIV/AIDS care and services. The Grievance Line can be utilized by calling 1(800) 260-8787, Monday through Friday from 8:00 a.m. to 5:00 p.m. (Pacific Standard Time). All after-hour calls and calls made during County holidays are forwarded to voice mail and followed-up on the next business day. This Grievance Line is not intended to respond to emergency or crisis-related concerns.

C. Grievance Management:

- (1) Within ten (10) days of receipt of the complaint, DHSP shall send correspondence to the complainant to acknowledge that DHSP has

received the complaint. Within the same timeline, DHSP shall also send correspondence to the Contractor advising that a complaint was received and request to investigate and provide specific information.

(2) Contractor shall have 30 days to respond to DHSP with its findings and actions based on its investigation of the complaint.

Contractor shall work with DHSP Quality Management to address other quality of care issues and questions that may arise and where that information is required to close the case.

(3) Grievance Posters: Grievance posters are provided to Contractor. Poster contains information about how clients may file a complaint or concern with DHSP. Contractor shall ensure that the grievance posters are visible to clients and are located in areas of the facility used by patients. Contractor shall ensure that staff as well as clients/patients know the purpose of the Grievance Program.

(4) Contractor shall develop, implement and maintain written policies/procedures or protocols describing the process by which clients and/or authorized representatives are made aware of how to file a complaint with the DHSP Grievance Program.

16K. PUBLIC OFFICIALS/OFFICES: No funds pursuant to this Contract shall be used to feature in any manner the image or voice of any elected official or candidate for elected office, or directly represent the views of any elected public official or candidate for elected office.

17. ADDITIONAL PROVISIONS: Attached hereto and incorporated herein by reference, is a document labeled ADDITIONAL PROVISIONS, of which the terms and conditions therein contained are part of this Contract.

18. CONSTRUCTION: To the extent there are any rights, duties, obligations, or responsibilities enumerated in the recitals or otherwise in this Contract, they shall be deemed a part of the operative provisions of this Contract and are fully binding upon the parties.

19. CONFLICT OF TERMS: To the extent that there exists any conflict or inconsistency between the language of this Contract (including its ADDITIONAL PROVISIONS) and that of any Exhibit(s), Attachment(s), and any documents incorporated herein by reference, the language found within this Contract shall govern and prevail.

20. CONTRACTOR'S OFFICES: Contractor's office is located at: 1400 East Olympic Boulevard, Suite 240, Los Angeles, California 90021. Contractor's business telephone number is (213) 622-1650 ext. 100, facsimile (FAX) number is (213) 622-0976, and electronic Mail (e-mail) address is reachla@earthlink.net. Contractor shall notify County, in writing, of any changes made to their business address, business telephone number, FAX number and/or e-mail address as listed herein, or any other business address, business telephone number, FAX number and/or e-mail address used in the provision of services herein, at least ten (10) calendar days prior to the effective date(s) thereof.

21. NOTICES: Notices hereunder shall be in writing and may either be delivered personally or sent by registered or certified mail, return receipt requested, postage

prepaid, attention to the parties at the addresses listed below. Director is authorized to execute all notices or demands which are required or permitted by County under this Contract. Addresses and parties to be notified may be changed by providing at least ten (10) working days prior written notice to the other party.

A. Notices to County shall be addressed as follows:

- (1) Department of Public Health
Division of HIV and STD Programs
600 South Commonwealth Avenue
10th Floor
Los Angeles, California 90005

Attention: Director

- (2) Department of Public Health
Contracts and Grants Division
313 North Figueroa Street, 6th Floor-West
Los Angeles, California 90012-2659

Attention: Division Chief

B. Notices to Contractor shall be addressed as follows:

- (1) REACH LA
1400 East Olympic Boulevard, Suite 240
Los Angeles, California 90021

Attention: Martha Chono-Helsley, Executive Director

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IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Contract to be subscribed by its Director of Public Health, and Contractor has caused this Contract to be subscribed in its behalf by its duly authorized officer, the day, month, and year first above written.

COUNTY OF LOS ANGELES

By _____
Jonathan E. Fielding, M. D., M.P.H.
Director and Health Officer

REALISTIC EDUCATION IN
ACTION COALITION TO FOSTER
HEALTH dba REACH LA

Contractor

By _____
Signature

Printed Name

Title _____
(AFFIX CORPORATE SEAL)

APPROVED AS TO FORM
BY THE OFFICE OF THE COUNTY COUNSEL
JOHN F. KRATTLI
County Counsel

APPROVED AS TO CONTRACT
ADMINISTRATION:

Department of Public Health

By _____
Patricia Gibson, Chief
Contracts and Grants Division

BL#02442:jlm

Rev. 10.23.12

PH-Pending

**DEPARTMENT OF PUBLIC HEALTH
HUMAN IMMUNODEFICIENCY VIRUS (HIV)/
ACQUIRED IMMUNE DEFICIENCY SYNDROME (AIDS)
TRANSITIONAL CASE MANAGEMENT SERVICES EXHIBIT**

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PH-Pending**EXHIBIT A****REALISTIC EDUCATION IN ACTION COALITION TO FOSTER HEALTH
(dba REACH LA)****DEPARTMENT OF PUBLIC HEALTH
HUMAN IMMUNODEFICIENCY VIRUS (HIV)/
ACQUIRED IMMUNE DEFICIENCY SYNDROME (AIDS)
TRANSITIONAL CASE MANAGEMENT (YOUTH) SERVICES**

1. DESCRIPTION: HIV/AIDS transitional case management services (Youth Transitional Case Management) are client centered, comprehensive services designed to promote access to and utilization of necessary health care by identifying and linking individuals living with HIV/AIDS Persons Living With HIV/AIDS (PLWHA) ages twelve (12) to twenty-four (24) to HIV medical and supportive services. Youth transitional case management is conducted by qualified youth transitional case managers who assess the client's physical, psychosocial, environmental and financial needs to facilitate their access to, maintenance of, and adherence to primary HIV-specific health care, HIV risk reduction activities, mental health and substance abuse treatment, partner notification, and other support services. Youth transitional case management is provided until the client turns twenty-five (25) years of age and is successfully transitioned into adult case management services as needed.

HIV/AIDS youth transitional case management services include, but shall not be limited to, the following activities:

- A. Locating and engaging youth not enrolled in, or at risk of falling out of, HIV medical services;

- B. Identifying and addressing client barriers to care (e.g., homelessness, substance use, emotional distress);
- C. Providing assistance with benefits, entitlements, and similar services;
- D. Facilitating access and adherence to HIV medical care and treatment;
- E. Assessing, identifying and expanding social support systems;
- F. Enhancing self-care practices and health promotion, including safer sex behaviors and harm reduction strategies; and
- G. Advocating for needed services on behalf of the client.

Such activities are delivered through the process of outreach to youth; intake and comprehensive assessment; service plan development and implementation; resource and service coordination; linkage to medical care and other needed services; client education, counseling and behavioral interventions; active ongoing monitoring; follow up; and client transition or discharge from youth transitional case management.

2. PERSONS TO BE SERVED: HIV/AIDS youth transitional case management services shall be provided to persons living with HIV/AIDS (PLWHA) ages twelve (12) to twenty-four (24) who reside within Los Angeles County. Clients who become twenty-five (25) years of age or older shall be transitioned to adult case management services.

3. COUNTY'S MAXIMUM OBLIGATION:

A. During the period of date of Board approval through March 31, 2013, that portion of County's maximum obligation which is allocated under this exhibit for youth transitional case management services shall not exceed Thirty-Three Thousand, Three Hundred Thirty-Three Dollars (\$33,333). Continued funding

beyond the initial term will be dependent upon Contractor performance and the availability of funding.

B. During the period of April 1, 2013 through March 31, 2014, the maximum obligation of County for youth transitional case management services provided hereunder shall not exceed One Hundred Thousand Dollars (\$100,000).

C. During the period of April 1, 2014 through March 31, 2015, the maximum obligation of County for youth transitional case management services provided hereunder shall not exceed One Hundred Thousand Dollars (\$100,000).

4. COMPENSATION: County agrees to compensate Contractor for performing services hereunder for actual reimbursable net cost as set forth in Schedules 1, 2, and 3, and the INVOICES AND PAYMENT Paragraph of the Contract. Invoices and cost reports must be submitted and will be reimbursed in accordance with approved line-item detailed budgets.

5. SERVICE DELIVERY SITE(S): Contractor's facility(ies) where services are to be provided hereunder are located at: OASIS Clinic / Martin Luther King, Jr. Multi-Ambulatory Care Center 12021 South Wilmington Avenue, Los Angeles, California 90059; REACH LA 1400 East Olympic Boulevard, Suite 240, Los Angeles, California 90021; and other service delivery site(s) identified by Division of HIV and STD Programs (DHSP). Contractor shall also deliver services in the field when necessary; in order to accommodate the specific needs of the target population.

Contractor shall request approval from DHSP in writing a minimum of thirty (30) days before terminating services at such location(s) and/or before commencing services at any other location(s).

A memorandum of understanding (MOU) shall be required for service delivery site(s) on location(s) or property(ies) not owned or leased by Contractor with the service provider who owns or leases such location or property. This shall include coordination with another agency, community based organization, and/or County entity. Contractor shall submit memoranda of understanding to DHSP for approval at least thirty (30) days prior to implementation.

6. SERVICES TO BE PROVIDED: During each period of this Contract, Contractor shall provide such services as required by DHSP, including, but shall not be limited to the following activities: locating and engaging youth not enrolled in, or who have fallen out of, HIV medical services; identifying and addressing client barriers to care (e.g., homelessness, substance use, emotional distress); providing assistance with benefits, entitlements, and similar services; facilitating access to HIV medical care and treatment; enhancing self-care practices and health promotion, including safer sex behaviors and harm reduction strategies; advocating for needed services on behalf of the client; and assisting clients in transitioning to non-youth specific care coordination services.

A. During the period date of Board Approval through March 31, 2013, Contractor shall provide six hundred twenty-four (624) hours of direct youth transitional case management services to a minimum of ten (10) unduplicated clients and

B. During the period of April 1, 2013 through March 31, 2014, Contractor shall provide a minimum of two thousand, four hundred ninety-six (2,496) hours

of direct youth transitional case management services to sixty (60) unduplicated clients.

C. During the period of April 1, 2014 through March 31, 2015, Contractor shall provide a minimum of two thousand, four hundred ninety-six (2,496) hours of direct youth transitional case management services to sixty (60) unduplicated clients.

Youth transitional case management services include, but are not limited to, the following: outreach and engagement; intake and comprehensive assessment; service planning and linkages; education, counseling and behavioral interventions; monitoring and follow-up; and client transition to non-youth specific care coordination services.

D. Contractor shall ensure that each youth transitional case manager conducts outreach activities to identify individuals ages twelve (12) to twenty-four (24) living with HIV/AIDS who are not currently in HIV/AIDS medical care and treatment services, and engage them into care.

(1) Outreach activities are defined as any activity designed to bring HIV+ youth into HIV medical treatment services. This includes effective and culturally relevant methods to locate, engage, and motivate potential clients to participate in HIV medical services.

E. Contractor shall ensure that clients receiving youth transitional case management services are linked to HIV/AIDS primary health care services and other social services.

Contractor shall refer all clients who are currently not accessing HIV/AIDS medical care and treatment services to HIV/AIDS medical care and treatment services. Contractor shall link a minimum of eighty percent (80%) of referred clients to HIV/AIDS medical care and treatment services.

F. Contractor shall ensure that youth transitional case managers assist all clients in accessing Partner Services (PS). If new partners are exposed in the future, PS shall be made available again.

Contractor shall offer all clients HIV/AIDS Partner Services. Contractor shall link a minimum of seventy percent (70%) of clients referred to HIV/AIDS Partner Services.

G. Contractor shall ensure that clients needing mental health treatment are linked to mental health care and treatment services.

Contractor shall refer all clients assessed with mental health concerns to mental health care and treatment services. Contractor shall link a minimum of eighty percent (80%) of referred clients to mental health care and treatment services.

H. Contractor shall ensure that clients receiving youth transitional case management services are linked to substance abuse treatment services when those services are warranted.

Contractor shall refer all clients assessed with substance abuse concerns to substance abuse treatment services. Contractor shall link seventy percent (70%) of referred clients to substance abuse treatment services.

I. Contractor shall ensure that clients receiving youth transitional case management services are linked to housing services when those services are warranted.

J. Contractor shall refer all clients assessed with housing concerns to housing services. Contractor shall link seventy percent (70%) of referred clients to substance abuse treatment services.

K. Documentation of all referrals and linkages shall be updated on an ongoing basis utilizing the County's Referral Module data system.

7. DIRECT SERVICES: During each period of this Contract, Contractor shall provide HIV/AIDS youth transitional case management services to eligible clients in accordance with procedures formulated and adopted by Contractor's staff, consistent with laws, regulations, the Los Angeles County Commission on HIV (Commission) Transitional Case Management Standards of Care, the DHSP Youth Transitional Case Management Protocol/Guidelines, and the terms of this Contract. HIV/AIDS youth transitional case management services shall be provided until the client turns twenty-five (25) years of age. Contractor shall assist clients in successfully transitioning into adult case management services prior to the client's 25th birthday. Services include, but are not limited to:

A. Contractor shall promote the availability of youth transitional case management services for persons with HIV/AIDS among HIV testing sites, HIV/AIDS primary health care providers, and other support service organizations.

B. Client Intake and Comprehensive Assessment:

(1) Client intake is the collection of demographic data, emergency and/or next of kin contact information, and eligibility documentation.

(a) The following required documentation shall be collected during the intake process and shall be maintained within the client record:

- (i) Written documentation of HIV/AIDS diagnosis;
- (ii) Proof of County of Los Angeles residence;
- (iii) Verification of client's financial eligibility for services;
- (iv) Client name, home address, mailing address, and telephone number; emergency and/or next of kin contact name, home address, telephone number, and e-mail address;
- (v) A signed and dated Release of Information, which is compliant with the Health Insurance Portability and Accountability Act (HIPAA), shall be conducted annually;
- (vi) A signed and dated Limits of Confidentiality in compliance with State and Federal Law;
- (vii) A signed and dated Consent to receive youth transitional case management services;
- (viii) A signed and dated Client Rights and Responsibilities; and
- (ix) A signed and dated Grievance Procedures.

(2) Comprehensive assessment is a cooperative and interactive face-to-face interview process during which the medical, physical, psychosocial, environmental, and financial strengths, needs, and available resources are identified and evaluated for the client living with HIV/AIDS. The comprehensive assessment shall be completed within thirty (30) days of the initiation of case management services and entered into the County's data management system.

(a) Comprehensive assessments/reassessments shall, at a minimum, consist of the following required documentation to be maintained within the client record:

(i) Date of assessment/reassessment;

(ii) Signature and title of staff person conducting assessment/reassessment;

(iii) Strengths, needs, and available resources for client living with HIV/AIDS in the following areas:

a) Medical/physical health care;

b) Medications;

c) Adherence issues;

d) Disclosure and Partner Notification;

e) Mental health;

f) Substance use and substance use treatment;

g) Nutrition/food;

- h) Housing and living situation;
- i) Family and dependent care issues;
- j) Transportation;
- k) Language/literacy skills;
- l) Cultural factors;
- m) Religious/spiritual support;
- n) Family dynamics and social support system;
- o) Financial;
- p) Employment;
- q) Education;
- r) Legal;
- s) Current risk behaviors and HIV prevention and transmission issues; and
- t) Identified resources/referrals to assist in areas of need.

C. Acuity Level Assessment: Determines a client's level of functioning and identifies the level of need for active youth transitional case management services for a particular client. A client's acuity level is based on the assessment and determines service intensity. If client acuity levels fluctuate, service intensity must be adjusted accordingly.

(1) For clients assessed with “**Severe Needs**,” assessments shall be conducted monthly to determine whether clients' severe and crisis

needs have reduced enough to transitional client to a lower acuity status. Additionally, intervention sessions shall take place at least once per month for at least sixty (60) minutes per session.

(2) For clients assessed with “**High Needs**,” assessments shall be conducted at a minimum of every ninety (90) days. Additionally, intervention sessions shall take place at least once per month for at least sixty (60) minutes per session.

(3) For clients assessed with “**Moderate Needs**,” assessments shall be conducted at a minimum of every six (6) months. Additionally, intervention sessions shall take place at least every sixty (60) days for at least forty-five (45) minutes per session.

(4) For clients assessed as “**Self-Managed**,” assessments shall be conducted at a minimum of every twelve (12) months. Clients shall be contacted at a minimum of once every six (6) months to ensure that their phone number and address are updated as well as to check in to see if client has any immediate needs that the case manager can assist with. Additionally, intervention sessions shall take place when indicated in the assessment or by the client.

D. Service Plan (SP): A tool that enables the youth transitional case manager to assist the client in systematically addressing barriers to HIV medical care by developing a concrete strategy for implementation to improve access and adherence to needed medical and other support services. A SP shall be developed within two (2) weeks of the Comprehensive Assessment/

Reassessment's completion. All goals shall be determined by utilizing information gathered during assessment and subsequent reassessments. SP goals shall be developed in conjunction with the client and plans shall be updated on an ongoing basis, but not less than once every three (3) months.

(1) Documentation to be maintained within the patient record shall outline specific, measurable, achievable/attainable, relevant and timely (S.M.A.R.T.) goals, including:

(a) Name, date and signature of client and youth transitional case manager;

(b) Description of client goals (i.e., desired outcomes) and date goals were established;

(c) Steps to be taken by the client, youth transitional case manager, family member(s), and others to accomplish goals;

(d) Timeframe by which goals are expected to be met (timeframe shall not be more than sixty (60) days); and

(e) Disposition of each goal as it is met, changed, or determined to be unattainable.

(2) Contractor shall ensure that the youth transitional case manager continues to address and document existing and newly identified Service Plan goals.

E. Brief Interventions: Youth transitional case managers must prepare clients for the transition into adult services and a lifetime of managing HIV disease. This means empowering youth with information and skills necessary to

increase client's self-efficacy to make healthy choices regarding sexual and substance use behavior, health and self-care, treatment adherence, and disclosure.

(1) Medical and Treatment Adherence Activities: Youth transitional case manager shall assist clients to engage regularly in HIV/AIDS medical care and treatment activities. Such sessions shall assist client in moving towards increasing their ability to adhere to HIV/AIDS medical appointments and medication treatments.

(2) Disclosure and Partner Notification Sessions: Youth transitional case manager shall provide disclosure and partner notification sessions for clients that have not disclosed their HIV status to partner(s) or family member(s). Such sessions shall increase client's comfort in disclosing their HIV status to partner(s) and family member(s) with the intent of building strong social networks, positive role models, and family acceptance.

(3) Risk Reduction Counseling/Harm Reduction Activities: Youth transitional case manager shall provide risk reduction/harm reduction sessions for clients that actively engage in behaviors that put them at risk for transmitting HIV. Such sessions shall increase client self-efficacy and intention to practice condom use and other harm reduction strategies to promote long-term risk reduction and behavior change related to sex and substance use, including needle-sharing;

(4) HIV Education/Skills Building Sessions: Youth transitional case Manager shall provide HIV Education and skills building sessions for clients that have little knowledge of HIV/AIDS disease progression and transmission information. Such sessions shall assist client in moving towards increasing their knowledge of HIV/AIDS.

Youth transitional case manager shall additionally build life skills, including problem-solving, decision-making and assertive communication skills, among clients to increase their ability to cope with and self-manage medical care and treatment.

F. Monitoring and Follow-Up: these activities shall involve ongoing contact and interventions with the client in order to achieve goals, evaluate whether services are consistent with the needs of the client, and determine if any changes to goals are necessary. Goal-driven activities may include, but are not limited to, assistance with benefits, entitlements and similar services, facilitation of access and adherence to HIV medical care and treatment; and advocacy for needed services on behalf of the client. Additionally, these activities shall ensure that referrals are linked and services are obtained in a timely, coordinated manner. Special attention shall be paid to clients with multiple and/or complex needs; especially to clients that have missed two (2) or more HIV medical appointments within the last six (6) months. Contractor shall ensure the following:

(1) Case manager shall make every effort to ensure that clients living with HIV/AIDS are regularly engaged in HIV/AIDS medical care and

other supportive services that help keep them in care and help reduce the risk of transmitting HIV.

(2) Youth transitional case manager shall monitor changes in the client's condition or circumstances, update/revise the goals identified in the SP, and provide appropriate interventions and linked referrals;

(3) Youth transitional case manager shall ensure that care is coordinated among client, caregiver(s), and service providers;

(4) Youth transitional case manager shall conduct ongoing monitoring and follow-up to confirm completion of referrals, services acquisition, maintenance of services, and adherence to services.

(5) Youth transitional case manager shall actively assist client in resolving barriers to completing referrals and accessing, maintaining, and adhering to services.

(6) Youth transitional case manager shall actively follow-up on the established goals in the SP to evaluate client's progress in achieving goals and to determine whether care and support services are still appropriate, being completed, and/or still needed.

(7) Youth transitional case manager shall maintain ongoing contact with all clients. Such contact shall engage clients in conversation to check on their progress in meeting SP goals and include the delivery of client education, counseling and behavioral interventions.

(8) Youth Case manager shall maintain ongoing contact with all clients. For the purposes of this Contract, "contact" is defined as a

communicative interaction WITH the client. Contact is NOT defined as leaving a message for the client. Contact means that the Youth Case Manager communicated with the client. Youth Case managers shall contact clients to check on their progress towards meeting SP goals.

Such contacts shall be as follows:

(a) All newly enrolled youth transitional case management clients shall be monitored intensively for the first two (2) months. Contact shall be made at a minimum of once a week and shall include one (1) face-to-face client contact every month.

(b) Frequency of required client contacts for ongoing youth transitional case management service delivery shall be prescribed based on the client acuity.

(i) For clients assessed with “**Severe Needs,**” contacts shall take place face-to-face or by phone every week.

(ii) For clients assessed with “**High Needs,**” contacts shall take place face-to-face or by phone at least once per month.

(iii) For clients assessed with “**Moderate Needs,**” contacts shall take place face-to-face or by phone at least once per month.

(iv) For clients assessed as “**Self-Managed,**” contacts shall take place face-to-face or by phone at least

once per every six months or when service referrals or other needs for follow up occur.

(9) Youth transitional case manager shall actively follow-up with clients who have missed a case management appointment within twenty-four (24) hours of broken appointment. If follow-up activities are not appropriate or cannot be conducted within the twenty-four (24) hour time period, youth transitional case manager shall document reason(s) follow-up was delayed.

(10) Documentation of such activities shall consist of current dated and signed progress notes, including, but not limited to:

- (a) Description of all client contacts and actions taken on behalf of the client, including time spent, date, type of contact and youth transitional case manager signature;
- (b) Description of what occurred during contact;
- (c) Changes in the client's condition or circumstances;
- (d) Progress made towards achieving the goals identified in the SP and status of clients HIV medical treatment and access to care;
- (e) Barriers identified in completing SP goals and actions taken to resolve these barriers;
- (f) Current status and results of referrals, linkages, and interventions, including any barriers and actions taken to resolve those barriers.

G. Partner Services: Partner Services (PS) is a voluntary prevention activity by which identified sex or needle-sharing partners of HIV infected persons, some of whom may be unsuspecting of their risk, are informed of their possible exposure to HIV. Notified partners are offered HIV testing and if necessary linkages into medical treatment and care, referrals to appropriate health and social services as needed by the notified partner (NP), and the provision of appropriate HIV risk reduction intervention based on the notified partner (NP) need.

(1) Contractor shall ensure that youth transitional case managers offer PS and provide services if client accepts in accordance with procedures formulated and adopted by Contractor's staff, the Centers for Disease Control and Prevention (CDC); consistent with California law; California Department of Public Health (CDPH) –Sexually Transmitted Disease (STD) Control Branch guidelines; California Department of Public Health (CDPH) – Office of AIDS (OA) guidelines and the terms of this Contract.

Minimum services to be provided shall include, but not be limited to, the following:

(a) Offer PS to all case management clients as a routine part of service delivery. Individuals who do not wish to receive PS shall be asked reasons for refusal so that case managers can re-visit PS in the future.

(b) Upon acceptance by client, contractor shall provide PS to at least eighty percent (80%) of diagnosed HIV-positive persons. Based on client's selection, PS shall include the following types of disclosure:

(i) Self Disclosure: self disclosure (sometimes called patient disclosure) is the notification strategy whereby the client with an HIV diagnosis accepts full responsibility for informing partners of their exposure to HIV and for referring them to appropriate services. The youth transitional case manager must counsel and prepare client for the process of self-notification.

(ii) Dual Disclosure: this method of Partner notification involves the client disclosing his/her HIV-positive status to a partner in the presence of the provider in a confidential and private setting. The youth transitional case manager must counsel and prepare client for the process of dual-notification, and support client during the process of disclosure to partner(s). The youth transitional case manager shall also refer partner(s) to appropriate services (e.g., HIV counseling and testing) once they are notified of their possible exposure to HIV.

(iii) Anonymous Third Party Disclosure: anonymous third party disclosure is a notification strategy where, with the

consent of the original client, the Public Health Investigator (PHI) takes responsibility for confidentially notifying partners of the possibility of their exposure to HIV. The youth transitional case manager must collect identifying, locating and exposure information for the partner(s) from the client. The information collected must be sent to the County of Los Angeles Department of Public Health Sexually Transmitted Disease Program to allow field staff (e.g., Public Health Investigators) to find and notify the partner(s), and refer them to appropriate services.

(2) Confidentiality: minimum professional standards for any agency handling confidential information shall include providing employees with appropriate information regarding confidential guidelines and legal regulations. All public health staff involved in partner notification activities with access to such information shall sign a confidentiality statement acknowledging the legal requirements not to disclose STD/HIV information. In addition, all activities shall adhere to HIPAA regulations. Efforts to contact and communicate with infected patients, partners, and spouses shall be carried out in a manner that preserves the confidentiality and privacy of all involved.

(3) Linkage to care: for all partners who are identified as HIV-positive, youth transitional case managers shall ensure that partners

successfully accessed HIV/AIDS medical and supportive services that were referred by youth transitional case managers.

H. Case Transition: Case transition is the process of disenrolling a client from active case management services at a specific agency. This process includes formally notifying clients of pending transition and completing a case transition summary which shall be maintained in each client record. Case transition may occur for the following reasons: client reaches twenty-five (25) years of age and no longer qualify for youth services, client relocation outside of the County of Los Angeles, long term client incarceration, voluntary termination of services by client, unacceptable client behavior, unable to reach client, or client death. Case transition shall consist of the following required documentation to be maintained within the client record:

(1) Youth transitional youth transitional case manager shall follow guidelines outlined in the DHSP Youth Transitional Case Management Protocol for clients who reach twenty-five (25) years of age and no longer qualify for youth services.

(2) Case transition summary shall include:

- (a) Summary of client's status at time of transition;
- (b) Location where client was transitioned to including contact information of new case manager;
- (c) Status of primary health care and support services utilization;
- (d) Transition plan, if appropriate.

(e) Case transition summaries shall be reviewed, approved, and signed and dated by the clinical supervisor.

8. CLIENT/PATIENT ELIGIBILITY: For the purposes of this Contract, eligible clients include all youth ages twelve (12) to twenty-four (24) living with HIV/AIDS residing in Los Angeles County. Contractor shall be responsible for developing and implementing client eligibility criteria. Such criteria shall include clients' HIV status, residence in Los Angeles County, and income. Verification of client's Los Angeles County residency and income shall be conducted on an annual basis. In addition, eligibility criteria shall address the following:

A. Contractor shall provide services to clients who live at or below four hundred percent (400%) of the Federal poverty level and who have the greatest need for Youth Transitional Case Management Services.

B. Client's annual healthcare expenses that are paid for through use of the client's income shall be considered deductions against the client's income for the purposes of determining the client's income level.

9. CLINICAL SUPERVISION: During each period of this Contract, Contractor shall ensure on-going clinical supervision for HIV/AIDS youth transitional case managers. Clinical supervision establishes a learning alliance between the supervisor and the youth transitional case manager. It is a process by which the youth transitional case manager learns skills while developing self-awareness. Clinical supervisors teach the knowledge, skills, and attitudes that are important in working with clients. Clinical supervision provides the clinical supervisor the opportunity to analyze the youth transitional case manager's interaction with the client.

The goal of clinical supervision is to increase job performance by decreasing job related stress that interferes with work performance. The clinical supervisor increases the youth transitional case manager's motivation and develops a work environment that enhances performance. Contractor shall ensure that youth transitional case managers receive clinical supervision, clinical guidance, and feedback for each client the youth transitional case manager provides services to. Clinical supervision activities shall include, but not be limited to:

A. Clinical Supervisor shall assist youth transitional case manager in problem-solving issues related to clients' progress towards meeting goals and to ensure that professional guidance and high quality case management services are being provided.

B. Contractor shall ensure that each youth case manager presents all new case management clients to Clinical Supervision no longer than thirty (30) days after initial enrolment into case management services.

C. Contractor shall ensure that each active client is discussed at a minimum of one (1) time per six (6) month period thereafter. For each client discussed, the clinical supervisor shall address the identified psychosocial issues and concerns addressed in the comprehensive assessment, provide appropriate clinical guidance and case management follow-up plan, and verify that clinical guidance provided and follow-up plan has been implemented.

Documentation of clinical supervision shall include the following to be maintained within the client record:

(1) Date of clinical supervision;

- (2) Name or identification number of client;
- (3) Name, title, and initials of clinical supervision participants;
- (4) Psychosocial issues and concerns identified;
- (5) Description of clinical guidance provided;
- (6) Verification that the previous clinical guidance provided and suggested interventions have been implemented; and
- (7) Clinical supervisor's name, professional title and signature.

10. ADMINISTRATIVE SUPERVISION: Contractor shall provide administrative oversight of the HIV/AIDS youth transitional case management program. At a minimum, administrative oversight shall consist of:

- A. Client Record Reviews: assess that required documentation is completed properly in a timely manner and secured within client records. Client record review shall consist of the following required documentation:
 - B. Checklist of required documentation signed and dated by the individual conducting the record review;
 - C. Written documentation identifying steps to be taken to rectify missing or incomplete documentation; and
 - D. Date of resolution of required documentation omission.
- E. Client record reviews shall be maintained within each client record. All active HIV/AIDS transitional case management client records shall be reviewed at a minimum of once per year.

11. MULTIDISCIPLINARY CASE CONFERENCE: Multidisciplinary case conferences are meetings where health, mental health, and other care professionals

gather to plan for the health and care needs of clients. These are especially essential to provide seamless care for clients with complex multidisciplinary care needs. Sessions are attended by a variety of professionals, who present their cases for discussion in order to receive consultation from other professionals involved in the client's care.

Participants may include primary care physicians, mental health counselors and specialists, patient care coordinators, social workers, case managers, nutritionists, dentists, substance abuse treatment counselors, prevention counselors, and others directly involved in the care of the client.

The goal of case conferencing is to provide coordinated and integrated client services across providers, and to reduce duplication. Case conferencing is used to identify or clarify issues regarding a client 's status, needs, and goals; to review activities including progress and barriers towards goals; to map roles and responsibilities; to resolve conflicts or strategize solutions; and to adjust current service plans.

A. Contractor shall ensure that each client case assessed at High or Moderate" acuity level is presented in case conference at a minimum of once every six (6) months. Case conferences aim to assist in problem-solving related to clients' progress towards meeting goals

B. Contractor shall ensure that each client presenting with multiple or complex needs is presented in case conference at a minimum of once every six (6) months.

C. Contractor shall ensure that clients assessed at Low Acuity are presented at case conference on an as needed basis depending on clients' ongoing needs and issues.

D. Documentation of multidisciplinary activities shall include, but not be limited to, the following and shall be maintained within the client record:

- (1) Date of case conference and client name or identification number;
- (2) Name, title, and signature of case conference participants;
- (3) Psychosocial issues and concerns identified;
- (4) Description of guidance provided and/or interventions to be implemented; and
- (5) Results of implementing previous interventions/guidance.

12. EQUIPMENT PURCHASE: All equipment to be reimbursed by this Contract must be pre-approved by the DHSP. Equipment purchase applies to the Contractor and any subcontractors. The justification for the purchase should include how many clients will benefit from the purchase of the equipment during each budget period. For the purpose of this Contract, Equipment is defined as an item with a unit cost of Five Thousand Dollars (\$5,000) or more and a life expectancy of four (4) or more years.

13. PROGRAM RECORDS: Contractor shall maintain client program records as follows:

A. Each client record shall include:

- (1) Documentation of HIV/AIDS diagnosis;
- (2) Proof of County of Los Angeles residence;

- (3) Verification of client's financial eligibility for services;
- (4) Client demographic information;
- (5) A current and appropriate assessment including date and signature of staff conducting assessment;
- (6) A current and appropriate service plan including staff's and client's signature or documentation noting the client's acceptance of the plan;
- (7) Progress notes documenting referrals provided and interventions made on behalf of the client;
- (8) Progress notes documenting results of referrals, interventions, and status of the service plan;
- (9) Documentation of all contacts with the client including:
 - (a) Date;
 - (b) Time spent;
 - (c) Type of contact;
 - (d) What occurred during contact; and
 - (e) Signature and title of person providing contact.

14. ADDITIONAL SERVICE REQUIREMENTS:

A. Contractor shall develop and implement a broken appointment policy and procedure to ensure client retention and continuity of services. Follow-up of broken appointments may consist of telephone calls, written correspondence, direct contact, or may involve all of the above in a concerted effort to maintain the client in care. These interventions shall be documented within the client record.

B. Contractor shall obtain written approval from DHSP's Director for all forms and procedures utilized in association with this Contract prior to its implementation.

C. Contractor shall submit for approval such forms and procedures to DHSP at least thirty (30) days prior to the projected date of implementation. For the purposes of this Contract, forms and procedures include, but are not limited to: intake/assessment, service plan, clinical supervision/case conference, case closure, release of information, consent for case management services, limits of confidentiality, client rights and responsibilities, and grievance procedures.

15. STAFF DEVELOPMENT AND ENHANCEMENT ACTIVITIES: Contractor shall ensure that at hire, youth case managers possess the appropriate skills to provide adequate youth case management services. Contractor shall provide youth case managers with ongoing training related to the provision of Case Management Services. Contractor shall also ensure ongoing staff development of HIV/AIDS youth transitional case management staff. Staff development and enhancement activities shall include, but not be limited to:

A. Trainings related to case management issues, HIV/AIDS and youth development, risk reduction, mental health, addiction, HIV disease progression, HIV/AIDS medications, and treatment adherence including:

- (1) HIV/AIDS Medical and Treatment Updates;
- (2) Risk Behavior and Prevention Interventions;
- (3) Substance Use and Treatment;
- (4) Family Dynamics and Developmental Issues

(5) Mental Health and HIV/AIDS;

(6) Marginalized Populations such as the Homeless and Formerly Incarcerated.

B. Participation in and successfully complete DHSP's Case Management Training Program within six months of hire, or as instructed by DHSP. Contractor shall not utilize DHSP's Case Management Training Program as an outlet to provide basic case management skills to case management staff. This training is a skills enhancement program.

C. The County's data management system and data entry processes and procedures.

D. Verification of participation in staff training, development and enhancement activities shall be maintained in each personnel record. Staff development and enhancement shall consist of the following required documentation:

- (1) Date, time, and location of function and function type;
- (2) Name of sponsor or provider of function;
- (3) Certificate of completion

16. STAFF REQUIREMENTS:

A. HIV/AIDS Youth Transitional Case Manager Qualifications: Contractor shall hire youth case managers with the appropriate training and skills to complete the Youth Case Management activities within their job description. At a minimum, each HIV/AIDS youth transitional case manager shall possess

requirements as outlined below in number 1, OR number 2, OR number 3; AND number 4:

(1) A Bachelor's Degree from an accredited institution in: Social Work, Psychology, Health Education, Social Services, Human Services, Human Development (Including Child Development), Sociology, or Counseling AND have completed a minimum of eight (8) hours of course work on the basics of HIV/AIDS prior to providing services to clients;

OR:

(2) An associate's degree plus one year direct case management experience in health or human services. Case management experience shall encompass the functions of intake, assessment, reassessment, service planning, case coordination, case conferencing, service plan implementation, crisis intervention, monitoring and follow-up of services provided and case transition.

OR:

(3) A high school diploma or GED **AND** a minimum of three (3) years experience providing direct social services to patients/clients within a medical setting or in the field of HIV/AIDS. For the purposes of this Contract, provision of direct services includes meeting directly with clients/patients on an ongoing basis to provide interventions that encompass conducting assessments, developing service plans, coordinating care, and/or providing behavior change interventions;

AND:

(4) **All** HIV youth case managers shall have at least the minimum qualifications described above **AND** at least the following skills: ability to develop and maintain written documentation (assessments, service plans, progress notes, and other documentation related to goals, barriers and provision of services); skills in crisis intervention; knowledge of HIV risk behaviors, youth development, human sexuality, substance abuse, STDs, and HIV behavior change principles and strategies; ability to advocate on behalf of the client; and cultural and linguistic competence. Additionally, HIV case managers funded under this Contract shall be knowledgeable about HIV/AIDS and current resources available. Case Managers providing services hereunder shall have completed a minimum of eight (8) hours of course work on the basics of HIV/AIDS prior to providing services to clients.

Note: These qualification requirements may be waived on a case-by-case basis with written approval of the DHSP Program Manager. Contractor may hire staff at its own discretion; however DHSP will **not** reimburse Contractor for staff that does not meet the minimum requirements as noted in this Contract.

B. Clinical Supervisor: Clinical Supervisor shall possess at minimum a Master's degree in Social Work, Psychology, or Counseling; **AND** a minimum of two years of supervisory experience, **AND** a minimum of two years experience providing direct case management experience working with HIV+ persons, persons with a history of mental illness, homelessness, and/or chemical dependence.

C. Contractor shall ensure that an annual performance evaluation is completed on all staff paid on this Contract.

17. CONTRACTOR'S SUBCONTRACT/CONSULTANT REQUIREMENTS:

Contractor shall ensure that subcontractors and consultants providing services under this Contract shall commence services within ninety (90) days of the execution of this Contract. Subcontract and consultant agreements shall be signed and dated by the Contractor's Director, or his/her designee(s) prior to commencement of subcontracted and/or consultant services.

18. REPORTS: Subject to the reporting requirements of the REPORTS Paragraph of the ADDITIONAL PROVISIONS of this Contract attached hereto, Contractor shall submit the following report(s):

A. Monthly Reports: As directed by DHSP, Contractor shall submit a signed hard copy of the monthly report and, as requested, the electronic format of the report and the STANDARD CLIENT LEVEL REPORTING Data for HIV/AIDS transitional case management, no later than thirty (30) days after the end of each calendar month. The reports shall clearly reflect all required information as specified on the monthly report form and be transmitted, mailed, or delivered to Division of HIV and STD Programs, 600 South Commonwealth Avenue, 10th Floor, Los Angeles, California 90005, Attention: Financial Services Division, Chief.

B. Semi-Annual Reports: As directed by DHSP, Contractor shall submit a six (6) month summary of the data in hard copy, electronic, and/or online format for the periods January through June and July through December.

C. Annual Reports: As directed by DHSP, Contractor shall submit a summary of data in hard copy, electronic, and/or online format for the calendar year due by the end of February of the following year.

D. As directed by DHSP, Contractor shall submit other monthly, quarterly, semi-annual, and/or annual reports in hard copy, electronic, and/or online format within the specified time period for each requested report. Reports shall include all the required information and be completed in the designated format.

19. COUNTY DATA MANAGEMENT SYSTEM: Contractor shall utilize County's data management system to register client's demographic/resource data, enter service utilization data, medical and support service outcomes, and to record linkages/referrals to other service providers and/or systems of care. County's system will be used to standardize reporting, importing efficiency of billing, support program evaluation processes, and provide DHSP and participating contractors with information relative to the HIV/AIDS epidemic in Los Angeles County. Contractor shall ensure data quality and compliance with all data submission requirements.

20. ANNUAL TUBERCULOSIS SCREENING FOR STAFF: Prior to employment or provision of services, and annually thereafter, Contractor shall obtain and maintain documentation of tuberculosis screening for each employee, volunteer, and consultant providing services hereunder. Such tuberculosis screening shall consist of tuberculin skin test (Mantoux test) and/or written certification by a physician that the person is free from active tuberculosis based on a chest x-ray.

Contractor shall adhere to Exhibit G, "Guidelines for Staff Tuberculosis Screening", attached hereto and incorporated herein by reference. Director shall notify Contractor of any revision of these Guidelines, which shall become part of this Contract.

21. EMERGENCY AND DISASTER PLAN: Contractor shall submit to DHSP within thirty (30) days of the execution of this Contract an emergency and disaster plan, describing the procedures and actions to be taken in the event of an emergency, disaster, or disturbance in order to safeguard Contractor's staff and recipients of services from Contractor. Situations to be addressed in the plan shall include emergency medical treatment for physical illness or injury of Contractor's staff and recipients of services from Contractor, earthquake, fire, flood, resident disturbance, and work action. Such plan shall include Contractor's specific procedures for providing this information to all program staff.

22. EMERGENCY MEDICAL TREATMENT: Clients receiving services hereunder who require emergency medical treatment for physical illness or injury shall be transported to an appropriate medical facility. The cost of such transportation as well as the cost of emergency medical care shall not be a charge to nor reimbursable hereunder. Contractor shall have a written policy(ies) for Contractor's staff regarding how to access Emergency Medical Treatment for recipients of services from the Contractor's staff. Copy(ies) of such written policy(ies) shall be sent to County's Department of Public Health, within thirty (30) days of the execution of this Contract and addressed to: Division of HIV and STD Programs, Office of Medical Director.

23. PEOPLE WITH HIV/AIDS BILL OF RIGHTS AND RESPONSIBILITIES: Contractor shall adhere to all provisions within Exhibit H, People With HIV/AIDS "Bill of

Rights and Responsibilities" ("Bill of Rights") document of this Contract. Contractor shall post this document and/or Contractor-specific higher standard at all Care services provider sites, and disseminate it to all patients/clients. A Contractor-specific higher standard shall include, at a minimum, all provisions within the "Bill of Rights". In addition, Contractor shall notify and provide to its officers, employees, and agents, the "Bill of Rights" document and/or Contractor-specific higher standard.

If Contractor chooses to adapt this "Bill of Rights" document in accordance with Contractor's own document, Contractor shall demonstrate to DHSP, upon request, that Contractor fully incorporated the minimum conditions asserted in the "Bill of Rights" document.

24. REVIEW AND APPROVAL OF HIV/AIDS-RELATED MATERIALS:

A. Contractor shall obtain written approval from DHSP's Director or designee for all program administrative, educational materials and promotional associated documents utilized in association with this Contract prior to its implementation and usage to ensure that materials developed in support of services are reflective of state-of-the-art HIV/AIDS linguistically competent, adherent to community norms and values, are culturally sensitive and are in compliance with contract requirements.

B. All DHSP funded programs must comply with all federal, State, County and local regulations regarding HIV/AIDS-related educational materials.

C. All materials used by the agency for DHSP-funded activities must be submitted for approval to DHSP, whether or not they were developed using

DHSP funds, in accordance with DHSP's latest Material Review Protocol available at <http://publichealth.lacounty.gov/aids/materialsreview.htm>.

D. Contractor shall submit all program administrative, educational materials and promotional associated documents for each new or renewed contract prior to implementation. Administrative materials and promotional associated documents must be submitted thirty (30) days prior to intended use or as outlined in the Exhibit A, Statement of Work (SOW). Educational materials must be submitted sixty (60) days prior to intended use or as outlined in the SOW.

E. For the purposes of this Contract, program administrative, educational materials and promotional associated documents may include, but are not limited to:

- (1) Written materials (e.g., curricula, outlines, pamphlets, brochures, fliers, social marketing materials), public announcement, printing, duplication and literature;
- (2) Audiovisual materials (e.g., films, videotapes);
- (3) Pictorials (e.g., posters and similar promotional and educational materials using photographs, slides, drawings, or paintings).
- (4) Confidentiality agreement form;
- (5) Data collection forms;
- (6) Commitment forms;
- (7) Policies and procedures for services provided;
- (8) Protocols;

- (9) Promotional flyers and posters;
- (10) Sign in sheets;
- (11) Consent forms, and
- (12) Individual service plan/Assessment/Progress note forms.

F. Approved materials which have had the educational content revised, updated or changed in any way must be re-submitted for approval. Materials that contain certain types of information including but not limited to: statistics, resources, benefits or treatment information should be submitted every contract term to ensure that they contain the most updated information. Educational curricula must be re-submitted each year/term of the contract. Changes such as the updating of addresses, phone numbers or website links do not require re-submission, as a letter to DHSP's Director detailing the updated information shall suffice.

Contractor further agrees that all public announcements, literature, audiovisuals, and printed material used on this project and developed by Contractor or otherwise, in whole or in part is credited to the funding source as follows: "This project was supported by funds received from the Division of HIV and STD Programs, the State of California, Department of Public Health Services, Office of AIDS, and the U.S. Department of Health and Human Services, Health Resources Services Administration."

25. COUNTY'S COMMISSION ON HIV: Contractor shall actively view the County's Commission on HIV (Commission) website <http://hivcommission-la.info/> and where possible participate in the deliberations, hard work, and respectful dialogue of the

Commission to assist in the planning and operations of HIV/AIDS care services in Los Angeles County.

26. HOURS OF OPERATION: Contractor is required to provide Youth Transitional Case Management services during regular clinic and services site hours, 8:00 a.m. through 5:00 p.m., on all week days (Monday through Friday) except those designated as holidays as noted below. Contractor shall also adjust work schedules accordingly to accommodate service delivery during non-traditional hours, including evening and weekend hours, in order to meet the specific needs of the target population.

Contractor is not required to work on the following County recognized holidays: New Year's Day; Martin Luther King's Birthday; Presidents' Day; Memorial Day; Independence Day; Labor Day; Columbus Day; Veterans' Day; Thanksgiving Day; Friday after Thanksgiving Day; and/or Christmas Day.

27. RYAN WHITE SERVICE STANDARDS:

A. Contractor shall maintain materials documenting Consumer Advisory Board's (CAB) activities and meetings: Documentation shall consist of but, shall not be limited to:

- (1) CAB Membership;
- (2) Dated meetings;
- (3) Dated minutes;
- (4) A review of agency's bylaws; or
- (5) An acceptable equivalent.

The CAB shall regularly implement and establish:

- (a) Satisfactory survey tool;
- (b) Focus groups with analysis and use of documented results, and/or;
- (c) Public meeting with analysis and use of documented results;
- (d) Maintain visible suggestion box; or
- (e) Other client input mechanism.

B. Contractor shall develop policies and procedures to ensure that services to clients are not denied based upon clients':

- (1) Inability to produce income;
- (2) Non-payment of services;
- (3) Requirement of full payment prior to services.

Additionally, sliding fee scales, billing/collection of co-payment and financial screening must be done in a culturally appropriate manner to assure that administrative steps do not present a barrier to care and the process does not result in denial of services to eligible clients.

C. Contractor shall develop a plan for provision of services to ensure that clients are not denied services based upon pre-existing and/or past health conditions. This plan shall include but, is not limited to:

- (1) Maintaining files of eligibility and clinical policies;
- (2) Maintaining files on individuals who are refused services and the reason for the refusal.

(a) Documentation of eligibility and clinical policies to ensure that they do not:

(i) Permit denial of services due to pre-existing conditions;

(ii) Permit denial of services due to non-HIV related conditions (primary care);

(iii) Provide any other barriers to care due to a person's past or present health condition.

D. Contractor shall ensure that its agency's policies and procedures comply with the American with Disabilities Act (ADA) requirements. These requirements shall include but, is not be limited to:

(1) A facility that is handicapped accessible;

(2) Accessible to public transportation;

(3) Provide means of transportation, if public transportation is not accessible;

(4) Transportation assistance.

E. Contractor shall develop and maintain files documenting agency's activities for promotion of HIV related services to low-income individuals.

Documentation shall include copies of:

(1) HIV program materials promoting services;

(2) Documentation explaining eligibility requirements;

(3) HIV/AIDS diagnosis;

(4) Low income supplemental;

(5) Uninsured or underinsured status;

(6) Determination of eligibility and enrollment in other third party insurance programs including Medicaid and Medicare, every six (6) months;

(7) Proof of compliance with eligibility as defined by Eligibility Metropolitan Area (EMA), Transitional Grant Areas (TGA), or State of California, every six (6) months;

(8) Document that all staff involved in eligibility determination have participated in required training;

(9) Ensure that agency's data report is consistent with funding requirements.

F. Contractor shall ensure that its policies and procedures classify veterans who are eligible for Veteran Affairs (VA) benefits. Those classified as uninsured, thus are exempt as veterans from "payor of last resort" requirement.

G. Contractor shall develop and maintain approved documentation for:

(1) An employee Code of Ethics;

(2) A Corporate Compliance Plan (for Medicare and Medicaid providers);

(3) Bylaws and policies that include ethics standards or business conduct practices.

H. Contractor shall ensure that all employees have criminal background clearances and/or an exemption prior to employment. Documentation shall be maintained on file, including but, is not limited to:

(1) Penalties and disclosure procedures for conduct/behavior deemed to be felonies; and

(2) Safe Harbor Laws.

I. Contractor shall maintain accurate records concerning the provision of behavioral health care services.

(1) Contractor shall have adequate written policies and procedures to discourage soliciting cash or in-kind payments for:

- (a) Awarding contracts;
- (b) Referring Clients;
- (c) Purchasing goods or service;
- (d) Submitting fraudulent billing;

(2) Contractor shall maintain and develop adequate written policies and procedures that discourage:

- (a) Hiring of persons with a criminal record
- (b) Hiring of persons being investigated by Medicare or Medicaid;
- (c) Exorbitant signing packages or large signing bonuses;
- (d) Premiums or services in return for referral of consumers;
- (e) Induce the purchase of items or services; and/or
- (f) Use of multiple charge masters or payment schedules:
 - (i) Self-paying clients;
 - (ii) Medicare/Medicaid paying clients; or
 - (iii) Personal or private insurance companies .

J. Contractor shall develop an anti-kickback policy to include but, is not limited to:

- (1) Implications;
- (2) Appropriate uses; and
- (3) Application of safe harbors laws.

Additionally, Contractor shall comply with Federal and State anti-kickback statutes, as well as the “Physician Self –referral Law” or similar regulations.

K. The following activities are prohibited by law and shall not be engaged in by Contractor:

- (1) Making any statement of any kind in claim for benefits which are known or should have been known to be false;
- (2) Retain funds from any program for services not eligible;
- (3) Pay or offer to pay for referral of individuals for services;
- (4) Receive any payment for referral of individual for services;
- (5) Conspire to defraud entitlement programs or other responsible employee or contractors;
- (6) In any way prevent delay or delay communication of information or records;
- (7) Steal any funds or other assets.

L. In addition, Contractor shall ensure that the plan include procedures for the reporting of possible non-compliance and information regarding possible corrective action and/or sanctions which might result from non-compliance.

28. CULTURAL COMPETENCY: Program staff should display non-judgmental, culture-affirming attitudes. Program staff should affirm that clients of ethnic and cultural communities are accepted and valued. Programs are urged to participate in an annual self-assessment of their cultural proficiency.

EXHIBIT C**SCHEDULE 1****REALISTIC EDUCATION IN ACTION COALITION TO FOSTER HEALTH
(dba REACH LA)****HIV/AIDS TRANSITIONAL CASE MANAGEMENT SERVICES (YOUTH)
SAM HIV CARE FUNDS**

Budget Period
Date of Board approval
through
March 31, 2013

Salaries	\$ 24,484
Employee Benefits	\$ 5,117
Travel	\$ 313
Supplies	\$ 0
Other Costs	\$ 3,419
Consultant/Contractual	\$ 0
Indirect Cost	\$ <u>0</u>
TOTAL PROGRAM BUDGET	\$ 33,333

During the term of this Contract, any variation to the above budget must have prior written approval of the Division of HIV and STD Program's Director. Funds shall only be utilized for eligible program expenses. Invoices and cost reports must be submitted and will be reimbursed in accordance with approved line-item detailed budgets.

EXHIBIT C**SCHEDULE 2****REALISTIC EDUCATION IN ACTION COALITION TO FOSTER HEALTH
(dba REACH LA)****HIV/AIDS TRANSITIONAL CASE MANAGEMENT SERVICES (YOUTH)
SAM HIV CARE FUNDS**

	<u>Budget Period</u> April 1, 2013 through <u>March 31, 2014</u>
Salaries	\$ 75,593
Employee Benefits	\$ 15,671
Travel	\$ 2,817
Supplies	\$ 0
Other Costs	\$ 5,919
Consultant/Contractual	\$ 0
Indirect Cost	\$ <u>0</u>
TOTAL PROGRAM BUDGET	\$ 100,000

During the term of this Contract, any variation to the above budget must have prior written approval of the Division of HIV and STD Program's Director. Funds shall only be utilized for eligible program expenses. Invoices and cost reports must be submitted and will be reimbursed in accordance with approved line-item detailed budgets.

EXHIBIT C**SCHEDULE 3****REALISTIC EDUCATION IN ACTION COALITION TO FOSTER HEALTH
(dba REACH LA)****HIV/AIDS TRANSITIONAL CASE MANAGEMENT SERVICES (YOUTH)
SAM HIV CARE FUNDS**

Budget Period
April 1, 2014
 through
March 31, 2015

Salaries	\$ 75,593
Employee Benefits	\$ 15,671
Travel	\$ 2,817
Supplies	\$ 0
Other Costs	\$ 5,919
Consultant/Contractual	\$ 0
Indirect Cost	\$ <u>0</u>
TOTAL PROGRAM BUDGET	\$ 100,000

During the term of this Contract, any variation to the above budget must have prior written approval of the Division of HIV and STD Program's Director. Funds shall only be utilized for eligible program expenses. Invoices and cost reports must be submitted and will be reimbursed in accordance with approved line-item detailed budgets.

Attachment 1

SERVICE DELIVERY SITE QUESTIONNAIRE
REALISTIC EDUCATION IN ACTION COALITION TO FOSTER HEALTH
(dba REACH LA)

SERVICE DELIVERY SITES

TABLE 1

1 of 2

1	Agency Name:	REACH LA		
2	Address of Service Delivery Site:	1400 East Olympic Boulevard, Suite 240		
		Los Angeles	California	90021

3 In which Service Planning Area is the service delivery site?

_____ One: Antelope Valley	_____ Two: San Fernando Valley
_____ Three: San Gabriel Valley	_____ X Four: Metro Los Angeles
_____ Five: West Los Angeles	_____ Six: South Los Angeles
_____ Seven: East Los Angeles	_____ Eight: South Bay

4 In which Supervisorial District is the service delivery site?

_____ One: Supervisor Molina	_____ X Two: Supervisor Ridley-Thomas
_____ Three: Supervisor Yaroslavsky	_____ Four: Supervisor Knabe
_____ Five: Supervisor Antonovich	

5 Based on the number of resident days to be provided at this site, what percentage of your allocation is designated to this site? 33%

Attachment 1

SERVICE DELIVERY SITE QUESTIONNAIRE
REALISTIC EDUCATION IN ACTION COALITION TO FOSTER HEALTH
(dba REACH LA)
SERVICE DELIVERY SITES

TABLE 1

2 of 2

1	Agency Name:	REACH LA - OASIS Clinic / Martin Luther King, Jr. Multi-Ambulatory Care Center		
2	Address of Service Delivery Site:	12021 South Wilmington Avenue		
		Los Angeles	California	90059

3 In which Service Planning Area is the service delivery site?

_____ One: Antelope Valley	_____ Two: San Fernando Valley
_____ Three: San Gabriel Valley	_____ Four: Metro Los Angeles
_____ Five: West Los Angeles	_____ X Six: South Los Angeles
_____ Seven: East Los Angeles	_____ Eight: South Bay

4 In which Supervisorial District is the service delivery site?

_____ One: Supervisor Molina	_____ X Two: Supervisor Ridley-Thomas
_____ Three: Supervisor Yaroslavsky	_____ Four: Supervisor Knabe
_____ Five: Supervisor Antonovich	

5 Based on the number of resident days to be provided at this site, what percentage of your allocation is designated to this site? 67%

PH-Pending

**HUMAN IMMUNODEFICIENCY VIRUS (HIV)/
ACQUIRED IMMUNE DEFICIENCY SYNDROME (AIDS)
LEGAL SERVICES CONTRACT**

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Contract No. PH-Pending

**DEPARTMENT OF PUBLIC HEALTH
HUMAN IMMUNODEFICIENCY VIRUS (HIV)/
ACQUIRED IMMUNE DEFICIENCY SYNDROME (AIDS)
LEGAL SERVICES CONTRACT**

THIS CONTRACT is made and entered into this _____
day of _____, 2012,

by and between	COUNTY OF LOS ANGELES (hereafter "County")
and	PUBLIC COUNSEL (hereafter "Contractor")

WHEREAS, California Health and Safety Code Section 101025 places upon
County's Board of Supervisors ("Board"), the duty to preserve and protect the public's
health; and

WHEREAS, California Health and Safety Code Section 101000 requires
County's Board to appoint a County Health Officer, who is also the Director of County's
Department of Public Health ("DPH" or "Department"), to provide services directed
toward the prevention or mitigation of communicable and infectious diseases within the
jurisdiction of County; and

WHEREAS, the term "Director" as used herein refers to the County's Director of
DPH, or his duly authorized designee; (hereafter jointly referred to as "Director"); and

WHEREAS, County is authorized by Government Code Section 31000 to
contract for these services, and

WHEREAS, County has established Division of HIV and STD Programs
(hereafter "DHSP") under the administrative direction of County's Department of Public
Health (hereafter "DPH"); and

WHEREAS, County is authorized by Government Code Section 26227 and otherwise to contract for services hereunder; and

WHEREAS, County is authorized by Government Code Section 53703 to do all acts necessary to participate in any Federal program whereby Federal funds are granted to County for purposes of health, education, welfare, public safety, and law enforcement which have not been preempted by State law; and

WHEREAS, County has been awarded grant funds from the Health Resources and Services Administration, (hereafter "HRSA"), Catalog of Federal Domestic Assistance (CFDA) Number 93.914; which is authorized by the Ryan White Comprehensive AIDS Resources Emergency Act of 1990, its amendments of 1996, and Subsequent Reauthorizations of the Act (hereafter "Ryan White Program") Part A funds; and

WHEREAS, it is established by virtue of County's receipt of grant funds under the federal and State that County is one of the local areas hardest "hit" by the AIDS epidemic; and

WHEREAS, funds received under the Ryan White Program, programs and services will be utilized to supplement, not supplant, State, federal, or local funds made available in the year for which funding is awarded to provide HIV-related services to individuals with HIV disease; and

WHEREAS, as a recipient of Ryan White Program funds, Contractor will participate in the Los Angeles County Eligible Metropolitan Area (EMA) HIV continuum of Care; and

WHEREAS, Contractor is familiar with the Ryan White Program programs and services, incorporated herein by this reference, and its intent to improve the quality, availability, coordination, efficiency and organization of care, treatment, and support services for HIV infected individuals and families; and

WHEREAS, it is established by virtue of the Ryan White Program programs and services that client and patient are used interchangeably throughout this Contract; and

WHEREAS, Contractor is willing and able to provide the services described herein, in consideration of the payments under this contract and under the terms and conditions hereafter set forth; and

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for good and valuable consideration, the parties agree to the following:

1. APPLICABLE DOCUMENTS:

Exhibits (A, B, C, D, E, F, G, H, and I) are attached to and form a part of this Contract. In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, or the contents or description of any task, deliverable, goods, service, or other work, or otherwise between the base Contract and the Exhibits, or between Exhibits, such conflict or inconsistency shall be resolved by giving precedence first to the Contract and then to the Exhibits as listed below:

Standard Exhibits

Exhibit A – Statement of Work

Exhibit B - Scope of Work

Exhibit C – Schedule(s)

Exhibit D – Contractor's EEO Certification

Exhibit E - Contractor Acknowledgement and Confidentiality Agreement

Unique Exhibits

Exhibit F – Charitable Act Compliance
Exhibit G - Requirement Regarding Imposition of Charges for Services
Exhibit H – Guidelines for Staff Tuberculosis
Exhibit I – People with HIV/AIDS Bill of Rights

2. DESCRIPTION OF SERVICES:

A. Contractor shall provide services in the manner described in Exhibit A, (Statement of Work) and/or Exhibit B (Scope of Work), attached hereto and incorporated herein by reference.

B. Contractor acknowledges that the quality of service(s) provided under this Contract shall be at least equivalent to that which Contractor provides to all other clients it serves.

C. If the Contractor provides any tasks, deliverables, goods, services, or other work, other than as specified in this Contract, the same shall be deemed to be a gratuitous effort on the part of the Contractor, and the Contractor shall have no claim whatsoever against the County.

3. TERM OF CONTRACT:

The term of this Contract shall be effective date of Board approval and shall continue in full force and effect through February 28, 2014, unless sooner terminated or extended, in whole or in part, as provided in this Contract.

The County shall have the sole option to extend this Contract term up to one (1) additional one-year period, for a maximum total Contract term of two (2) years and three (3) months. Each such option and extension shall be exercised at the sole discretion of the Director through written notification from the Director to the Contractor prior to the end of the Contract term.

The Contractor shall notify (Department) when this Contract is within six (6) months from the expiration of the term as provided for hereinabove. Upon occurrence of this event, the Contractor shall send written notification to (Director) at the address herein provided under Paragraph 21, NOTICES.

4. MAXIMUM OBLIGATION OF COUNTY:

A. Effective date of Board approval through February 28, 2013, the maximum obligation of County for all services provided hereunder shall not exceed Thirty One Thousand, Two Hundred Fifty Dollars (\$31,250), as set forth in Schedule 1, attached hereto and incorporated herein by reference.

B. Effective March 1, 2013 through February 28, 2014, the maximum obligation of County for all services provided hereunder shall not exceed One Hundred Twenty Five Thousand Dollars (\$125,000), as set forth in Schedule 2, attached hereto and incorporated herein by reference.

C. If contract is extended, effective March 1, 2014 through February 28, 2015, the maximum obligation of County for all services provided hereunder shall not exceed One Hundred Twenty Five Thousand Dollars (\$125,000), as set forth in Schedule 3, attached hereto and incorporated herein by reference.

D. The Contractor shall not be entitled to payment or reimbursement for any tasks or services performed, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except as specified herein. Assumption or takeover of any of the Contractor's duties, responsibilities, or obligations, or performance of same by any entity other than the Contractor, whether through assignment, delegation, merger, buyout, or any

other mechanism, with or without consideration for any reason whatsoever, shall occur only with the County's express prior written approval.

E. The Contractor shall maintain a system of record keeping that will allow the contractor to determine when it has incurred seventy-five percent (75%) of the total contract authorization under this Contract. Upon occurrence of this event, the Contractor shall send written notification to the Department at the address herein provided under Paragraph 21, NOTICES.

F. No Payment for Services Provided Following Expiration/Termination of Contract: The Contractor shall have no claim against County for payment of any money or reimbursement, of any kind whatsoever, for any service provided by the Contractor after the expiration or other termination of this Contract. Should the Contractor receive any such payment it shall immediately notify County and shall immediately repay all such funds to County. Payment by County for Services rendered after expiration/termination of this Contract shall not constitute a waiver of County's right to recover such payment from the Contractor. This provision shall survive the expiration or other termination of this Contract.

G. Funds received under the Ryan White Program programs and services will be utilized to supplement, not supplant, State, federal, or local funds. As a result, the Contractor shall have no claim against the County for payment of any money or reimbursement, of any kind whatsoever, for any service provided by Contractor to client who is eligible for another payer source such as private or public insurance. Units of service provided to a client who is eligible for another payer source is not an allowable cost under this Contract.

5. INVOICES AND PAYMENT:

A. The Contractor shall invoice the County only for providing the tasks, deliverables, goods, services, and other work specified in Exhibit A and/or B elsewhere hereunder and in accordance with the Schedule(s) attached hereto and incorporated herein by reference.

B. The Contractor shall bill County monthly in arrears. All billings shall include a financial invoice and all required reports and/or data. All billings shall clearly reflect all required information as specified on forms provided by County regarding the services for which claims are to be made and any and all payments made to Contractor.

C. Billings shall be submitted to County within thirty (30) calendar days after the close of each calendar month. Within a reasonable period of time following receipt of a complete and correct monthly billing, County shall make payment in accordance to the Schedule(s) attached hereto and incorporated herein by reference.

D. Billings shall be submitted directly to County of Los Angeles, Division of HIV and STD Programs, Financial Services, 600 S. Commonwealth Avenue, 10th Floor, Los Angeles, CA 90005.

E. For each term, or portion thereof, that this Contract is in effect, Contractor shall provide an annual cost report within thirty (30) calendar days following the close of the contract period. Such cost report shall be prepared in accordance with generally accepted accounting principles and clearly reflect all

required information as specified in instructions and forms provided by the County.

If this Contract is terminated prior to the close of the contract period, the cost report shall be for that Contract period which ends on the termination date. The report shall be submitted within thirty (30) calendar days after such termination date.

The primary objective of the annual cost report shall be to provide the County with actual expenditure data for the contract period that shall serve as the basis for determining final amounts due to/from the Contractor.

If the annual cost report is not delivered by Contractor to County within the specified time, Director may withhold all payments to Contractor under all service contracts between County and Contractor until such report is delivered to County and/or, at the Director's sole discretion, a final determination of amounts due to/from Contractor is determined on the basis of the last monthly billing received.

Failure to provide the annual cost report may constitute a material breach of the Contract, in the sole discretion of the County, upon which the County may suspend or terminate this Contract.

F. Upon expiration or prior termination of this Contract, Contractor shall submit, within thirty (30) calendar days, any outstanding and/or final invoice(s) for processing and payment. Contractor's failure to submit any outstanding and/or final invoice(s) within the specified period shall constitute Contractor's waiver to receive payment for any outstanding and/or final invoice(s).

G. Withholding Payment:

(1) Subject to the reporting and data requirements of this Contract and the exhibit(s) attached hereto, County may withhold any claim for payment by Contractor if any report or data is not delivered by Contractor to County within the time limits of submission as set forth in this Contract, or if such report or data is incomplete in accordance with requirements set forth in this Contract. This withholding may be invoked for the current month and any succeeding month or months for reports or data not delivered in a complete and correct form.

(2) Subject to the Record Retention and Audits provision of this Contract, County may withhold any claim for payment by Contractor if Contractor has been given at least thirty (30) calendar days' notice of deficiency(ies) in compliance with the terms of this Contract and has failed to correct such deficiency(ies). This withholding may be invoked for any month or months for deficiency(ies) not corrected.

(3) Upon acceptance by County of all report(s) and data previously not accepted under this provision and/or upon correction of the deficiency(ies) noted above, County shall reimburse all withheld payments on the next regular monthly claim for payment by Contractor.

(4) Subject to the provisions of the exhibit(s) of this Contract, if the services are not completed by Contractor within the specified time, County may withhold all payments to Contractor under this Contract until proof of such service(s) is/are delivered to County.

(5) In addition to Subparagraphs (1) through (4) immediately above, Director may withhold claims for payment by Contractor which are delinquent amounts due to County as determined by any cost report settlement, audit report, audit report settlement, or financial evaluation report, resulting from this or any current year's Contract(s) or any prior year's Contract(s) between the County and Contractor. The withheld claims will be used to pay all outstanding delinquent amounts and upon the County being repaid all outstanding delinquent amounts, any remaining claims for payment will be made to the Contractor accordingly.

(6) County may withhold any claim for payment by Contractor if Contractor, in the judgment of the County is in material breach of this Contract or has failed to fulfill its obligations under this Contract until Contractor has cured said breaches and/or failures. County will provide written notice of its intention to withhold payment specifying said breaches and/or failure to Contractor.

H. Fiscal Viability: Contractor must be able to carry the costs of its program without reimbursement from the contract for at least sixty (60) days at any point during the term of this contract.

6. FUNDING/SERVICES ADJUSTMENTS AND REALLOCATIONS:

A. Upon Director's specific written approval, as authorized by the County's Board of Supervisors, County may: 1) increase or decrease funding up to 10 percent above or below each term's annual base maximum obligation; 2) reallocate funds between schedules within this Contract where such funds can

be more effectively used by Contractor up to 10 percent of the term's annual base maximum obligation; and 3) make modifications to or within budget categories within each schedule, as reflected in Exhibit C, and make corresponding service adjustments, as necessary. Such adjustments may be made based on the following: (a) if additional monies are available from federal, State, or County funding sources; (b) if a reduction of monies occurs from federal, State, or County funding sources; and/or (c) if County determines from reviewing Contractor's records of service delivery and billings to County that an underutilization of funds provided under this Contract will occur over its term.

All funding adjustments and reallocation as allowed under this Paragraph may be effective upon amendment execution or at the beginning of the applicable contract term, to the extent allowed by the funding source and as authorized by the County's Board of Supervisors. Adjustments and reallocations of funds in excess of the aforementioned amount shall require separate approval by County's Board of Supervisors. Any change to the County maximum obligation or reallocation of funds between schedules in this Contract shall be effectuated by an administrative amendment to this Contract pursuant to the ALTERATION OF TERMS/AMENDMENTS Paragraph of this Contract. Any modification to or within schedule budget categories shall be effectuated by a change notice that shall be incorporated into and become part of this Contract pursuant to the ALTERATION OF TERMS/AMENDMENTS Paragraph of this Contract.

B. County and Contractor shall review Contractor's expenditures and commitments to utilize any funds, which are specified in this Contract for the services hereunder and which are subject to time limitations as determined by Director, midway through each County fiscal year during the term of this Contract, midway through the applicable time limitation period for such funds if such period is less than a County fiscal year, and/or at any other time or times during each County fiscal year as determined by Director. At least fifteen (15) calendar days prior to each such review, Contractor shall provide Director with a current update of all of Contractor's expenditures and commitments of such funds during such fiscal year or other applicable time period.

7. ALTERATION OF TERMS/AMENDMENTS:

A. The body of this Contract (including its ADDITIONAL PROVISIONS), and any Exhibit(s) attached hereto, fully expresses all understandings of the parties concerning all matters covered and shall constitute the total Contract. No addition to, or alteration of, the terms of this Contract, whether by written or verbal understanding of the parties, their officers, employees or agents, shall be valid and effective unless made in the form of a written amendment to this Contract which is formally approved and executed by the parties in the same manner as this Contract.

B. The County's Board of Supervisors; the Chief Executive Officer or designee; or applicable State and/or federal entities, laws, or regulations may require the addition and/or change of certain terms and conditions in the Contract during the term of this Contract to comply with changes in law or County policy.

The County reserves the right to add and/or change such provisions as required by the County's Board of Supervisors, Chief Executive Officer, or State or federal entity. To implement such changes, an Amendment to the Contract shall be prepared by Director and executed by the Contractor and Director, as authorized by the County's Board of Supervisors.

C. Notwithstanding Paragraph 7.A., in instances where the County's Board of Supervisors has delegated authority to the Director to amend this Contract to permit extensions or adjustments of the contract term; the rollover of unspent Contract funds; and/or an internal reallocation of funds between budgets up to 10 percent of each term's annual base maximum obligation and/or an increase or decrease in funding up to 10 percent above or below each term's annual base maximum obligation, effective upon amendment execution or at the beginning of the applicable Contract term, and make corresponding service adjustments, as necessary, an Administrative Amendment shall be prepared by Director and executed by the Contractor and Director, as authorized by the County's Board of Supervisors, and shall be incorporated into and become part of this Contract.

D. Notwithstanding Paragraph 7.A., in instances where the County's Board of Supervisors has delegated authority to the Director to amend this Contract to permit modifications to or within budget categories within each schedule, as reflected in Exhibit C, up to an adjustment between all budget categories, and corresponding adjustment of the scope of work tasks and/or activities and/or allow for changes to hours of operation, changes to service

locations, and/or correction of errors in the Contract's terms and conditions, a written Change Notice shall be signed by the Director and Contractor, as authorized by the County's Board of Supervisors. The executed Change Notice shall be incorporated into and become part of this Contract.

8. CONFIDENTIALITY:

A. Contractor shall maintain the confidentiality of all records and information in accordance with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures relating to confidentiality, including, without limitation, County policies concerning information technology security and the protection of confidential records and information.

B. Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting, or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with this CONFIDENTIALITY Paragraph, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this CONFIDENTIALITY Paragraph shall be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole costs and expense, except that in the event Contractor fails to

provide County with a full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor shall not have the right to enter into any settlement, agree to any injunction, or make any admission, in each case, on behalf of County without County's prior written approval.

C. Contractor shall inform all of its officers, employees, agents and subcontractors providing services hereunder of the confidentiality provisions of this Contract.

D. Contractor shall sign and adhere to the provisions of the "Contractor Acknowledgement and Confidentiality Contract", Exhibit E.

9. CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFF/OR RE-EMPLOYMENT LIST:

Should Contractor require additional or replacement personnel after the effective date of this Contract to perform the services set forth herein, Contractor shall give first consideration for such employment openings to qualified, permanent County employees who are targeted for layoff or qualified, former County employees who are on a re-employment list during the life of this Contract.

10. CONTRACTOR'S OBLIGATION AS A NON-BUSINESS ASSOCIATE UNDER THE HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA) OF 1996:

The parties acknowledge the existence of the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations ("HIPAA"). Contractor understands and agrees that, as a provider of legal services, it is a "covered entity" under HIPAA and, as such, has obligations with respect to the confidentiality, privacy and security of patient's medical information, and must take certain steps to preserve the confidentiality of this information, both internally and externally, including the training of its staff and the establishment of proper procedures for the release of such information, and the use of appropriate consents and authorizations specified under HIPAA.

The parties acknowledge their separate and independent obligations with respect to HIPAA, and that such obligations relate to transactions and code sets, privacy, and security. Contractor understands and agrees that it is separately and independently responsible for compliance with HIPAA in all these areas and that County has not undertaken any responsibility for compliance on Contractor's behalf. Contractor has not relied, and will not in any way rely, on County for legal advice or other representations with respect to Contractor's obligations under HIPAA, but will independently seek its own counsel and take the necessary measures to comply with the law and its implementing regulations.

"CONTRACTOR AND COUNTY UNDERSTAND AND AGREE THAT EACH IS INDEPENDENTLY RESPONSIBLE FOR HIPAA COMPLIANCE AND AGREE TO TAKE ALL NECESSARY ACTIONS TO COMPLY WITH THE REQUIREMENTS OF THE HIPAA LAW AND IMPLEMENTING REGULATIONS RELATED TO TRANSACTIONS AND CODE SET, PRIVACY AND SECURITY. EACH PARTY

FURTHER AGREES TO INDEMNIFY AND HOLD HARMELSS THE OTHER PARTY (INCLUDING THEIR OFFICERS, EMPLOYEES, AND AGENTS), FOR ITS FAILURE TO COMPLY WITH HIPAA.”

11. INDEMNIFICATION: Contractor shall indemnify, defend, and hold harmless County and its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with Contractor’s acts and/or omissions arising from and/or relating to this Contract.

12. GENERAL PROVISIONS FOR ALL INSURANCE COVERAGES: Without limiting Contractor's indemnification of County and in the performance of this Contract and until all of its obligations pursuant to this Contract have been met, Contractor shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in this paragraph and in the INSURANCE COVERAGE REQUIREMENTS paragraph of this Contract. These minimum insurance coverage terms, types and limits (the “Required Insurance”) also are in addition to and separate from any other contractual obligation imposed upon Contractor pursuant to this Contract. The County in no way warrants that the Required Insurance is sufficient to protect the Contractor for liabilities which may arise from or relate to this Contract.

A. Evidence of Coverage and Notice to County: A certificate(s) of insurance coverage (Certificate) satisfactory to County, and a copy of an Additional Insured endorsement confirming County and its Agents (defined below) has been given Insured status under the Contractor’s General Liability

policy, shall be delivered to the County at the address shown below and provided prior to commencing services under this Contract.

Renewal Certificates shall be provided to County not less than ten (10) calendar days prior to Contractor's policy expiration dates. The County reserves the right to obtain complete, certified copies of any required Contractor and/or Sub-Contractor insurance policies at any time.

Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this Contract by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate shall match the name of the Contractor identified as the contracting party in this Contract. Certificates shall provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding fifty thousand (\$50,000) dollars, and list any County required endorsement forms.

Neither the County's failure to obtain, nor the County's receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by the Contractor, its insurance broker(s) and/or insurer(s), shall be construed as a waiver of any of the Required Insurance provisions.

Certificates and copies of any required endorsements shall be sent to:

County of Los Angeles – Department of Public Health
Contract Monitoring Unit
5555 Ferguson Drive, Suite 210
Commerce, California 90022

and
Attention: Chief Contract Monitoring Unit

County of Los Angeles, Department of Public Health
Division of HIV and STD Programs
600 South Commonwealth Avenue, 10th Floor
Los Angeles, California 90005
Attention: Contract Administration Division

Contractor also shall promptly report to County any injury or property damage accident or incident, including any injury to a Contractor employee occurring on County property, and any loss, disappearance, destruction, misuse, or theft of County property, monies or securities entrusted to Contractor. Contractor also shall promptly notify County of any third party claim or suit filed against Contractor or any of its Sub-Contractors which arises from or relates to this Contract, and could result in the filing of a claim or lawsuit against Contractor and/or County.

B. Additional Insured Status and Scope of Coverage: The County of Los Angeles, its special Districts, Elected Officials, Officers, Agents, Employees and Volunteers (collectively County and its Agents) shall be provided additional insured status under Contractor's General Liability policy with respect to liability arising out of Contractor's ongoing and completed operations performed on behalf of the County. County and its Agents additional insured status shall apply with respect to liability and defense of suits arising out of the Contractor's acts or omissions, whether such liability is attributable to the Contractor or to the County. The full policy limits and scope of protection also shall apply to the County and its Agents as an additional insured, even if they exceed the County's minimum Required Insurance specifications herein. Use of an automatic additional insured

endorsement form is acceptable providing it satisfies the Required Provisions herein.

C. Cancellation of or Changes in Insurance: Contractor shall provide County with, or Contractor's insurance policies shall contain a provision that County shall receive, written notice of cancellation or any change in Required Insurance, including insurer, limits of coverage, term of coverage or policy period. The written notice shall be provided to County at least ten (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance for any other cancellation or policy change. Failure to provide written notice of cancellation or any change in Required Insurance may constitute a material breach of the Contract, in the sole discretion of the County, upon which the County may suspend or terminate this Contract.

D. Failure to Maintain Insurance: Contractor's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance shall constitute a material breach of the Contract, upon which County immediately may withhold payments due to Contractor, and/or suspend or terminate this Contract. County, at its sole discretion, may obtain damages from Contractor resulting from said breach. Alternatively, the County may purchase the Required Insurance, and without further notice to Contractor, deduct the premium cost from sums due to Contractor or pursue Contractor reimbursement.

E. Insurer Financial Ratings: Coverage shall be placed with insurers acceptable to the County with an A.M. Best ratings of not less than A:VII unless otherwise approved by County.

F. Contractor's Insurance Shall Be Primary: Contractor's insurance policies, with respect to any claims related to this Contract, shall be primary with respect to all other sources of coverage available to Contractor. Any County maintained insurance or self-insurance coverage shall be in excess of and not contribute to any Contractor coverage.

G. Waivers of Subrogation: To the fullest extent permitted by law, the Contractor hereby waives its rights and its insurer(s)' right of recovery against County under all the Required Insurance for any loss arising from or relating to this Contract. The Contractor shall require its insurers to execute any waiver of subrogation endorsements which may be necessary to effect such waiver.

H. Compensation for County Costs: In the event that Contractor fails to comply with any of the indemnification or insurance requirements of this Contract, and such failure to comply results in any costs to County, Contractor shall pay full compensation for all costs incurred by County.

I. Sub-Contractor Insurance Coverage Requirements: Contractor shall include all Sub-Contractors as insureds under Contractor's own policies, or shall provide County with each Sub-Contractor's separate evidence of insurance coverage. Contractor shall be responsible for verifying each Sub-Contractor complies with the Required Insurance provisions herein, and shall require that each Sub-Contractor name the County and Contractor as additional insureds on the Sub-Contractor's General Liability policy. Contractor shall obtain County's prior review and approval of any Sub-Contractor request for modification of the Required Insurance.

J. Deductibles and Self-Insured Retentions (SIRs): Contractor's policies shall not obligate the County to pay any portion of any Contractor deductible or SIR. The County retains the right to require Contractor to reduce or eliminate policy deductibles and SIRs as respects to the County, or to provide a bond guaranteeing Contractor's payment of all deductibles and SIRs, including all related claims investigation, administration and defense expenses. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

K. Claims Made Coverage: If any part of the Required Insurance is written on a claims made basis, any policy retroactive date shall precede the effective date of this Contract. Contractor understands and agrees it shall maintain such coverage for a period of not less than three (3) years following Contract expiration, termination or cancellation.

L. Application of Excess Liability Coverage: Contractors may use a combination of primary, and excess insurance policies which provide coverage as broad as ("follow form" over) the underlying primary policies, to satisfy the Required Insurance provisions.

M. Separation of Insureds: All liability policies shall provide cross-liability coverage as would be afforded by the standard ISO (Insurance Services Office, Inc.) separation of insureds provision with no insured versus insured exclusions or limitations.

N. Alternative Risk Financing Programs: The County reserves the right to review, and then approve, Contractor use of self-insurance, risk retention groups,

risk purchasing groups, pooling arrangements and captive insurance to satisfy the Required Insurance provisions. The County and its Agents shall be designated as an Additional Covered Party under any approved program.

O. County Review and Approval of Insurance Requirements: The County reserves the right to review and adjust the Required Insurance provisions, conditioned upon County's determination of changes in risk exposures.

13. INSURANCE COVERAGE REQUIREMENTS:

A. Commercial General Liability insurance (providing scope of coverage equivalent to Insurance Services Office ["ISO"] policy form "CG 00 01"), naming County and its Agents as an additional insured, with limits of not less than:

General Aggregate:	\$2 Million
Products/Completed Operations Aggregate:	\$1 Million
Personal and Advertising Injury:	\$1 Million
Each Occurrence:	\$1 Million

B. Automobile Liability insurance (providing scope of coverage equivalent to ISO policy form "CA 00 01") with limits of not less than One Million Dollars (\$1,000,000) for bodily injury and property damage, in combined or equivalent split limits, for each single accident. Insurance shall cover liability arising out of Contractor's use of autos pursuant to this Contract, including "owned", "leased", "hired", and/or "non-owned" autos, as each may be applicable.

C. Workers' Compensation and Employers' Liability insurance or qualified self-insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than One Million Dollars (\$1,000,000) per

accident. If Contractor will provide leased employees, or, is an employee leasing or temporary staffing firm or a professional employer organization (PEO), coverage also shall include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the County as the Alternate Employer, and the endorsement form shall be modified to provide that County will receive not less than thirty (30) days advance written notice of cancellation of this coverage provision. If applicable to Contractor's operations, coverage shall be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.

D. Sexual Misconduct Liability: Insurance covering actual or alleged claims for sexual misconduct and/or molestation with limits of not less than Two Million Dollars (\$2,000,000) per claim and Two Million Dollars (\$2,000,000) aggregate, and claims for negligent employment, investigation, supervision, training or retention of, or failure to report to proper authorities, a person(s) who committed any act of abuse, molestation, harassment, mistreatment or maltreatment of a sexual nature.

E. Professional Liability/Errors and Omissions: Insurance covering Contractor's liability arising from or related to this Contract, with limits of not less than One Million Dollars (\$1,000,000) per claim and Three Million Dollars (\$3,000,000) aggregate. Further, Contractor understands and agrees it shall maintain such coverage for a period of not less than three (3) years following this Contract's expiration, termination or cancellation.

14. RECORD RETENTION AND AUDITS:

A. Service Records: Contractor shall maintain all service records related to this contract for a minimum period of five (5) years following the expiration or prior termination of this Contract. Contractor shall provide upon request by County, accurate and complete records of its activities and operations as they relate to the provision of services, hereunder. Records shall be accessible as detailed in the subsequent sub-paragraph.

B. Financial Records: Contractor shall prepare and maintain on a current basis, complete financial records in accordance with generally accepted accounting principles and also in accordance with written guidelines, standards, and procedures which may from time to time be promulgated by Director. For additional information, please refer to the Los Angeles County Auditor-Controller's Contract Accounting and Administration Handbook. The handbook is available on the internet at <http://publichealth.lacounty.gov/cg/index.htm>

Such records shall clearly reflect the actual cost of the type of service for which payment is claimed and shall include, but not be limited to:

- (1) Books of original entry which identifies all designated donations, grants, and other revenues, including County, federal, and State revenues and all costs by type of service.
- (2) A General Ledger.
- (3) A written cost allocation plan which shall include reports, studies, statistical surveys, and all other information Contractor used to identify and allocate indirect costs among Contractor's various services.

Indirect Costs shall mean those costs incurred for a common or joint objective which cannot be identified specifically with a particular project or program.

(4) Personnel records which show the percentage of time worked providing service claimed under this Contract. Such records shall be corroborated by payroll timekeeping records, signed by the employee and approved by the employee's supervisor, which show time distribution by programs and the accounting for total work time on a daily basis. This requirement applies to all program personnel, including the person functioning as the executive director of the program, if such executive director provides services claimed under this Contract.

(5) Personnel records which account for the total work time of personnel identified as indirect costs in the approved contract budget. Such records shall be corroborated by payroll timekeeping records signed by the employee and approved by the employee's supervisor. This requirement applies to all such personnel, including the executive director of the program, if such executive director provides services claimed under this Contract.

The entries in all of the aforementioned accounting and statistical records must be readily traceable to applicable source documentation (e.g., employee timecards, remittance advice, vendor invoices, appointment logs, client/patient ledgers). The client/patient eligibility determination and fees charged to, and collected from clients/patients

must also reflected therein. All financial records shall be retained by Contractor at a location within Los Angeles County during the term of this Contract and for a minimum period of five (5) years following expiration or earlier termination of this Contract, or until federal, State and/or County audit findings are resolved, whichever is later. During such retention period, all such records shall be made available during normal business hours within ten (10) calendar days, to authorized representatives of federal, State, or County governments for purposes of inspection and audit. In the event records are located outside Los Angeles county and Contractor is unable to move such records to Los Angeles County, the Contractor shall permit such inspection or audit to take place at an agreed to outside location, and Contractor shall pay County for all travel, per diem, and other costs incurred by county for any inspection and audit at such other location. Contractor shall further agree to provide such records, when possible, immediately to county by facsimile/FAX, or through the Internet (i.e. electronic mail ["e-mail"]), upon Director's request. Director's request shall include appropriate County facsimile/FAX number(s) and/or e-mail address(es) for Contractor to provide such records to County. In any event, Contractor shall agree to make available the original documents of such FAX and e-mail records when requested by Director for review as described hereinabove.

C. Preservation of Records: If following termination of this Contract Contractor's facility is closed or if ownership of Contractor changes, within forty-

eight (48) hours thereafter, the Director is to be notified thereof by Contractor in writing and arrangements are to be made by contractor for preservation of the client/patient and financial records referred to hereinabove.

D. Audit Reports: In the event that an audit of any or all aspects of this Contract is conducted by any federal or State auditor, or by any auditor or accountant employed by contractor or otherwise, Contractor shall file a copy of each such audit report(s) with the Division of HIV and STD Programs (DHSP), Financial Services and with County's Auditor-Controller (Auditor-Controller's Audit Branch), within thirty (30) calendar days of Contractor's receipt thereof, unless otherwise provided for under this Contract, or under applicable federal or State regulations. To the extent permitted by law, County shall maintain the confidentiality of such audit report(s).

E. Independent Audit: Contractor's financial records shall be audited by an independent auditor in compliance with Federal Office of Management and Budget (OMB) Circular Number A-133. The audit shall be made by an independent auditor in accordance with Governmental Financial Auditing Standards developed by the Comptroller General of the United States, and any other applicable federal, State, or County statutes, policies, or guidelines. Contractor shall complete and file such audit report(s) with DHSP no later than the earlier of thirty (30) days after receipt of the auditor's report(s) or nine (9) months after the end of the audit period.

If the audit report(s) is not delivered by contractor to County within the specified time, Director may withhold all payments to Contractor under all service

contracts between County and contractor until such report(s) is delivered to County.

The independent auditor's work papers shall be retained for a minimum of three (3) years from the date of the report, unless the auditor is notified in writing by County to extend the retention period. Audit work paper shall be made available for review by federal, State, or County representative upon request.

F. Federal Access to Records: If, and to the extent that, Section 1861 (v) (1) (I) of the Social Security Act [42 United States Code ("U.S.C.") Section 1395x(v) (1) (I)] is applicable, Contactor agrees that for a period of five (5) years following the furnishing of services under this Contract, Contractor shall maintain and make available, upon written request, to the Secretary of the United States Department of Health and Human Services or the Comptroller General of the United States, or to any of their duly authorized representatives, the contracts, books, documents, and records of Contractor which are necessary to verify the nature and extent of the cost of services provided hereunder. Furthermore, if Contractor carries out any of the services provided hereunder through any subcontract with a value or cost of Ten Thousand Dollars (\$10,000) or more over a twelve (12) month period with a related organization (as that term is defined under federal law), Contractor agrees that each such subcontract shall provide for such access to the subcontract, books, documents, and records of the subcontractor.

G. Program and Audit/Compliance Review: In the event County representatives conduct a program review and/or an audit/compliance review of

Contractor, Contractor shall fully cooperate with County's representatives.

Contractor shall allow County representatives access to all records of services rendered and all financial records and reports pertaining to this Contract and shall allow photocopies to be made of these documents utilizing Contractor's photocopier, for which County shall reimburse Contractor its customary charge for record copying services, if requested. Director shall provide Contractor with at least ten (10) working days prior written notice of any audit/compliance review, unless otherwise waived by Contractor.

County may conduct a statistical sample audit/compliance review of all claims paid by County during a specified period. The sample shall be determined in accordance with generally accepted auditing standards. An exit conference shall be held following the performance of such audit/compliance review at which time the result shall be discussed with Contractor. Contractor shall be provided with a copy of any written evaluation reports.

Contractor shall have the opportunity to review County's findings on Contractor, and Contractor shall have thirty (30) calendar days after receipt of County's audit/compliance review results to provide documentation to County representatives to resolve the audit exceptions. If, at the end of the thirty (30) calendar day period, there remains audit exceptions which have not been resolved to the satisfaction of County's representatives, then the exception rate found in the audit, or sample, shall be applied to the total County payment made to Contractor for all claims paid during the audit/compliance review period to determine Contractor's liability to County. County may withhold any claim for

payment by Contractor for any month or months for any deficiency(ies) not corrected.

H. Audit Settlements:

(1) If an audit conducted by federal, State, and/or County representatives finds that units of service, actual reimbursable net costs for any services and/or combinations thereof furnished hereunder are lower than units of service and/or reimbursement for stated actual net costs for any services for which payments were made to Contractor by County, then payment for the unsubstantiated units of service and/or unsubstantiated reimbursement of stated actual net costs for any services shall be repaid by Contractor to County. For the purpose of this paragraph an "unsubstantiated unit of service" shall mean a unit of service for which Contractor is unable to adduce proof of performance of that unit of service and "unsubstantiated reimbursement of stated actual net costs" shall mean a stated actual net costs for which Contractor is unable to adduce proof of performance and/or receipt of the actual net cost for any service.

(2) If an audit conducted by federal, State, and/or County representatives finds that actual allowable and documented costs for a unit of service provided hereunder are less than the County's payment for those units of service, the Contractor shall repay County the difference immediately upon request, or County has the right to withhold and/or offset that repayment obligation against future payments.

(3) If within thirty (30) calendar days of termination of the contract period, such audit finds that the units of service, allowable costs of services and/or any combination thereof furnished hereunder are higher than the units of service, allowable costs of services and/or payments made by County, then the difference may be paid to Contractor, not to exceed the County maximum Obligation.

(4) In no event shall County be required to pay Contractor for units of services that are not supported by actual allowable and documented costs.

(5) In the event that Contractor's actual allowable and documented cost for a unit of service are less than fee-for-service rate(s) set out in the schedule(s), the Contractor shall be reimbursed for its actual allowable and documented costs only.

I. Failure to Comply: Failure of Contractor to comply with the terms of this Paragraph shall constitute a material breach of contract upon which Director may suspend or County may immediately terminate this Contract.

15. TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST
ORDINANCE OR RESTRICTIONS ON LOBBYING:

A. The Contractor, and each County Lobbyist or County Lobbying firm as defined in County Code Section 2.160.010 retained by the Contractor, shall fully comply with the County's Lobbyist Ordinance, County Code Chapter 2.160. Failure on the part of the Contractor or any County Lobbyist or County Lobbying firm retained by the Contractor to fully comply with the County's Lobbyist

Ordinance shall constitute a material breach of this Contract, upon which the County may in its sole discretion, immediately terminate or suspend this Contract.

B. Federal Certification and Disclosure Requirement: Because federal monies are to be used to pay for Contractor's services under this Contract, Contractor shall comply with all certification and disclosure requirements prescribed by Section 319, Public Law 101-121 (Title 31, U.S.C., Section 1352) and any implementing regulations, and shall ensure that each of its subcontractors receiving funds provided under this Contract also fully comply with all such certification and disclosure requirements.

16A. CONTRACTOR'S CHARITABLE ACTIVITIES COMPLIANCE:

The Supervision of Trustees and Fundraisers for Charitable Purposes Act regulates entities receiving or raising charitable contributions. The "Nonprofit Integrity Act of 2004" (SB 1262, Chapter 919) increased Charitable Purposes Act requirements. By requiring Contractors to complete the Charitable Contributions Certification, Exhibit F, the County seeks to ensure that all County contractors which receive or raise charitable contributions comply with California law in order to protect the County and its taxpayers. A Contractor which receives or raises charitable contributions without complying with its obligations under California law commits a material breach subjecting it to either contract termination or debarment proceedings or both. (County Code Chapter 2.202)

16B. CONTRACTOR'S EXCLUSION FROM PARTICIPATION IN A
FEDERALLY FUNDED PROGRAM:

Contractor hereby warrants that neither it nor any of its staff members is restricted or excluded from providing services under any health care program funded by the federal government, directly or indirectly, in whole or in part, and that Contractor will notify Director within thirty (30) calendar days in writing of: (1) any event that would require Contractor or a staff member's mandatory exclusion from participation in a federally funded health care program; and (2) any exclusionary action taken by any agency of the federal government against Contractor or one or more staff members barring it or the staff members from participation in a federally funded health care program, whether such bar is direct or indirect, or whether such bar is in whole or in part.

Contractor shall indemnify and hold County harmless against any and all loss or damage County may suffer arising from any federal exclusion of Contractor or its staff members from such participation in a federally funded health care program.

Failure by Contractor to meet the requirements of this Paragraph shall constitute a material breach of contract upon which County may immediately terminate or suspend this Contract.

16C. CERTIFICATION REGARDING DEBARMENT, SUSPENSION,
INELIGIBILITY AND VOLUNTARY EXCLUSION - LOWER TIER COVERED
TRANSACTIONS (45 C.F.R. PART 76):

Contractor hereby acknowledges that the County is prohibited from contracting with and making sub-awards to parties that are suspended, debarred, ineligible or excluded from securing federally funded contracts. By executing this Contract, Contractor certifies that neither it, nor any of its owners, officers, partners, directors or principals is currently suspended, debarred, ineligible, or excluded from securing federally funded contracts. Further, by executing this Contract, Contractor certifies that, to its knowledge, none of its subcontractors, at any tier, or any owner, officer, partner director, or other principal of any subcontractor is currently suspended, debarred, ineligible, or excluded from securing federally funded contracts. Contractor shall immediately notify County in writing, during the term of this Contract, should it or any of its subcontractors or any principals of either being suspended, debarred, ineligible, or excluded from securing federally funded contracts. Failure of Contractor to comply with this provision shall constitute a material breach of this Contract upon which the County may immediately terminate or suspend this Contract.

16D. LOCAL SMALL BUSINESS ENTERPRISE (SBE) PREFERENCE PROGRAM:

A. This Contract is subject to the provisions of the County's ordinance entitled Local Small Business Enterprise Preference Program, as codified in Chapter 2.204 of the Los Angeles County Code.

B. The Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a Local Small Business Enterprise.

C. The Contractor shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a Local Small Business Enterprise.

D. If the Contractor has obtained certification as a Local Small Business Enterprise by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this contract to which it would not otherwise have been entitled, shall:

(1) Pay to the County any difference between the contract amount and what the County's costs would have been if the contract had been properly awarded;

(2) In addition to the amount described in subdivision (1), be assessed a penalty in an amount of not more than 10 percent of the amount of the contract; and

(3) Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Non-responsibility and Contractor Debarment).

The above penalties shall also apply to any business that has previously obtained proper certification, however, as a result of a change in their status would no longer be eligible for certification, and fails to notify the state and

Internal Services Department of this information prior to responding to a solicitation or accepting a contract award.

16E. TRANSITIONAL JOB OPPORTUNITIES PREFERENCE PROGRAM:

A. This Contract is subject to the provisions of the County's ordinance entitles Transitional Job Opportunities Preference Program, as codified in Chapter 2.205 of the Los Angeles County Code.

B. Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a Transitional Job Opportunity vendor.

C. Contractor shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a Transitional Job Opportunity vendor.

D. If Contractor has obtained County certification as a Transitional Job Opportunity vendor by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this contract to which it would not otherwise have been entitled, shall:

(1) Pay to the County any difference between the contract amount and what the County's costs would have been if the contract had been properly awarded;

(2) In addition to the amount described in subdivision (1), be assessed a penalty in an amount of not more than 10 percent (10%) of the amount of the contract; and

(3) Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Non-responsibility and Contractor Debarment).

The above penalties shall also apply to any entity that has previously obtained proper certification, however, as a result of a change in their status would no longer be eligible for certification, and fails to notify the certifying department of this information prior to responding to a solicitation or accepting a contract award.

16F. LIQUIDATED DAMAGES:

A. If, in the judgment of the Director, or his/her designee, the Contractor is deemed to be non-compliant with the terms and obligations assumed hereby, the Director, or his/her designee, at his/her option, in addition to, or in lieu of, other remedies provided herein, may withhold the entire monthly payment or deduct pro rata from the Contractor's invoice for work not performed. A description of the work not performed and the amount to be withheld or deducted from payments to the Contractor from the County, will be forwarded to the Contractor by the Director, or his/her designee, in a written notice describing the reasons for said action.

B. If the Director determines that there are deficiencies in the performance of this Contract that the Director deems are correctable by the Contractor over a certain time span, the Director will provide a written notice to the Contractor to correct the deficiency within specified time frames. Should the Contractor fail to correct deficiencies within said time frame, the Director may: (a) Deduct from the Contractor's payment, pro rata, those applicable portions of the Monthly Contract Sum; and/or (b) Deduct liquidated damages. The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of the Contractor to correct a deficiency within the specified time frame. The parties hereby agree that under the current circumstances a reasonable estimate of such damages is One Hundred Dollars (\$100) per day per infraction, and that the Contractor shall be liable to the County for liquidated damages in said amount. Said amount shall be deducted from the County's payment to the Contractor; and/or (c) Upon giving five (5) days notice to the Contractor for failure to correct the deficiencies, the County may correct any and all deficiencies and the total costs incurred by the County for completion of the work by an alternate source, whether it be County forces or separate private contractor, will be deducted and forfeited from the payment to the Contractor from the County, as determined by the County.

C. The action noted in sub-paragraph B above shall not be construed as a penalty, but as adjustment of payment to the Contractor to recover the County cost due to the failure of the Contractor to complete or comply with the provisions of this Contract.

D. This sub-paragraph shall not, in any manner, restrict or limit the County's right to damages for any breach of this Contract provided by law or as specified in sub-paragraph B above, and shall not, in any manner, restrict or limit the County's right to terminate this Contract as agreed to herein.

16G. QUALITY MANAGEMENT: Contractor shall implement a Quality Management (QM) program that assesses the extent to which the care and services provided are consistent with federal (e.g., Public Health Services and CDC Guidelines), State, and local standards of HIV/AIDS care and services. The QM program shall at a minimum:

A. Identify leadership and accountability of the medical director or executive director of the program;

B. Use measurable outcomes and data collected to determine progress toward established benchmarks and goals;

C. Focus on patient linkages to retention in care and follow-up;

D. Track client perception of their health and effectiveness of the service received through patient satisfaction survey tools;

E. Serve as a continuous quality improvement (CQI) process with direct reporting of data and performance improvement activities to senior leadership no lesser than on an annual basis.

16H. QUALITY MANAGEMENT PLAN: Contractor shall implement its QM program based on a written QM plan. Contractor shall develop one (1) agency-wide QM plan that encompasses all HIV/AIDS care services. Contractor shall submit to DHSP within sixty (60) days of the receipt of this fully executed Contract, its written QM

plan. The plan shall be reviewed and updated as needed by the agency's QM committee, and signed by the medical director or executive director. The implementation of the QM plan may be reviewed by DHSP staff during its onsite program review. The written QM plan shall at a minimum include the following seven (7) components:

A. Objectives: QM plan should delineate specific goals and objectives that reflect the program's mission, vision and values.

B. QM Committee: The plan shall describe the purpose of the Quality Management Committee, its composition, meeting frequency (quarterly, at minimum) and required documentation (e.g., minutes, agenda, sign-in sheets, etc.). Programs that already have an established advisory committee need not create a separate QM Committee, provided that the existing advisory committee's composition and activities conform to QM program objectives and committee requirements.

C. Selection of a QM Approach: The QM plan shall describe an elected QM approach, such as Plan-Do-Study-Act (PDSA) and/or other models.

D. Implementation of QM Program:

(1) Selection of Performance Indicators - Contractor shall describe how performance indicators are selected. Contractor shall collect and analyze data for at least one (1) or more performance indicators.

Contractor may select indicators from the DHSP approved clinical and performance measures set (core and supplemental measures) or select other aspects of care or service. Contractor may request technical

assistance from DHSP Quality Management for assistance in selection, development and implementation of performance indicators.

(2) Data Collection Methodology – Contractor shall describe its sampling strategy (e.g., frequency, percentage of sample sized), collection method (e.g., random chart audit, interviews, surveys, etc.), and process for implementing data collection tools for measuring performance.

(3) Data Analysis – Contractor shall describe its process for review and analysis of performance indicator monitoring results at the QM committee level. This description shall include how and when these findings are communicated with all program staff involved and with senior leadership.

(4) Improvement Strategies – Contractor shall describe its QM Committee's process for selecting performance improvement projects and activities and how this is documented and tracked in order to effectively assess progress of improvement efforts from the current year to the next.

E. Participation in Los Angeles Regional Quality Group: Contractor shall identify a representative to participate in at least two (2) quarterly meetings of the Los Angeles Regional Quality Group (RQG). The RQG is supported and facilitated by DHSP in partnership with the National Quality Center and HIVQUAL and provides opportunities for sharing information, best practices and networking with local area HIV/AIDS providers.

F. QM Contact: Contractor shall identify a contact for all QM related activities and issues. This person shall serve as point of contact for QM related matters, requests, announcements and other activities.

G. Client Feedback Process: The QM plan shall describe the mechanism for obtaining ongoing feedback from clients regarding the accessibility and appropriateness of service and care through patient satisfaction surveys or other mechanism. Feedback shall include the degree to which the service meets client needs and satisfaction. Patient satisfaction survey results and client feedback shall be discussed in the agency's QM Committee meetings on a regular basis for the enhancement of service delivery. Aggregate data shall be reported to the QM Committee at least annually for continuous program improvement.

H. Client Grievance Process: Contractor shall establish policies and procedures for addressing and resolving client's grievance at the level closest to the source within agency. Grievance data shall be routinely tracked, trended, and reported to the agency's QM committee for discussion and resolution of quality of care or service issues identified. This information shall be made available to DHSP staff during program reviews.

I. Incident Reporting: Contractor shall comply with incident and or sentinel event reporting as required by applicable federal and State laws, statutes, and regulations. Contractor shall furnish to DHSP Executive Office, upon the occurrence, during the operation of the facility, reports of incidents and/or sentinel events specified as follows:

(1) A written report shall be made to the appropriate licensing authority and to DHSP within the next business day from the date of the event, pursuant to federal and State laws, statutes, and regulations.

Reportable events shall include the following:

(a) Any unusual incident and sentinel event which threatens the physical or emotional health or safety of any person to include but not limited to suicide, medication error, delay in treatment, and serious injury.

(b) Any suspected physical or psychological abuse of any person, such as child, adult, and elderly.

(2) The written report shall include the following:

(a) Patient's name, age, and sex;

(b) Date and nature of event;

(c) Disposition of the case;

(d) Staffing pattern at the time of the incident.

16I. QUALITY MANAGEMENT PROGRAM MONITORING: To determine compliance, DHSP shall review contractor's QM program annually. A numerical score will be issued to the contractor's QM program based on one hundred percent (100%) as the maximum score. Contractor's QM program shall be assessed for implementation of the following components:

A. Details of the QM plan (QM Objectives, QM Committee, and QM Approach Selection);

B. Implementation of QM Program;

C. Client Feedback Process;

D. Client Grievance Process;

E. Incident Reporting.

16J. DHSP GRIEVANCE PROGRAM:

A. Definition: The word grievance is often used to refer to a complaint, problem, or cause of dissatisfaction or unhappiness about an aspect of care or service. The DHSP Grievance Program is established to assist clients in resolving complaints and/or concerns they have about any aspect of their care or service delivery experience at the agency. Clients may choose to inform the Contractor (agency) about their complaints or concerns however they also have the option to contact DHSP directly to obtain assistance in resolving their complaints and concerns. Clients have five (5) ways to contact DHSP about their complaints or concerns:

1. Grievance (telephone) Line
2. Fax
3. Email
4. Mail (postal)
5. In person

B. Grievance-Line is a telephone line that is available to clients receiving services from DHSP funded agencies. The line gives individuals an opportunity to voice their complaints or concerns regarding their HIV/AIDS care and services. The Grievance Line can be utilized by calling 1(800) 260-8787, Monday through Friday from 8:00 a.m. to 5:00 p.m. (Pacific Standard Time). All after-hour calls

and calls made during County holidays are forwarded to voice mail and followed-up on the next business day. This Grievance Line is not intended to respond to emergency or crisis-related concerns.

C. Grievance Management:

(1) Within ten (10) days of acknowledgment of receipt of the complaint, DHSP shall send correspondence to the complainant to acknowledge that DHSP has received the complaint. Within the same timeline, DHSP shall also send correspondence to the Contractor advising that a complaint was received and request to investigate and provide specific information.

(2) Contractor shall have thirty (30) days to respond to DHSP with its findings and actions based on its investigation of the complaint. Contractor shall work with DHSP Quality Management to address other quality of care issues and questions that may arise and where that information is required to close the case.

(3) Grievance Posters: Grievance posters are provided to Contractor. Poster contains information about how clients may file a complaint or concern with DHSP. Contractor shall ensure that the grievance posters are visible to clients and are located in areas of the facility used by patients. Contractor shall ensure that staff as well as clients/patients know the purpose of the Grievance Program.

(4) Contractor shall develop, implement and maintain written policies/procedures or protocols describing the process by which clients

and/or authorized representatives are made aware of how to file a complaint with the DHSP Grievance Program.

16K. RYAN WHITE PROGRAM GRIEVANCE PROCEDURES: Contractor shall comply with provisions of Section 2602 (c) (2) of the “Ryan White Treatment Modernization Act of 2006”, incorporated into this Contract as Attachment 1, Contractor shall be responsible for developing and implementing grievance procedures related to funding decisions, including procedures for submitting grievances that cannot be resolved to binding arbitration. The legislation requires that these procedures be consistent with model grievance procedures developed by Health Resources and Services Administration (HRSA), which address grievances with respect to Ryan White Program funds. All fees related to the research, interview, selection and hire of an arbitrator to conduct binding arbitration are incurred at the Contractor’s expense. This grievance procedure shall be submitted to DHSP within thirty (30) days of the execution of this Contract for review and approval.

16L. PUBLIC OFFICIALS/OFFICES: No funds pursuant to this Contract shall be used to feature in any manner the image or voice of any elected official or candidate for elected office, or directly represent the views of any elected public official or candidate for elected office.

17. ADDITIONAL PROVISIONS: Attached hereto and incorporated herein by reference, is a document labeled ADDITIONAL PROVISIONS, of which the terms and conditions therein contained are part of this Contract.

18. CONSTRUCTION: To the extent there are any rights, duties, obligations, or responsibilities enumerated in the recitals or otherwise in this Contract, they shall be

deemed a part of the operative provisions of this Contract and are fully binding upon the parties.

19. CONFLICT OF TERMS: To the extent that there exists any conflict or inconsistency between the language of this Contract (including its ADDITIONAL PROVISIONS) and that of any Exhibit(s), Attachment(s), and any documents incorporated herein by reference, the language found within this Contract shall govern and prevail.

20. CONTRACTOR'S OFFICES: Contractor's office is located at: 610 South Ardmore Avenue, Los Angeles, California 90005. Contractor's business telephone number is (213) 385-2977, facsimile (FAX) number is (213) 385-9089, and electronic Mail (e-mail) address is hvera@publiccounsel.org. Contractor shall notify County, in writing, of any changes made to their business address, business telephone number, FAX number and/or e-mail address as listed herein, or any other business address, business telephone number, FAX number and/or e-mail address used in the provision of services herein, at least ten (10) calendar days prior to the effective date(s) thereof.

21. NOTICES: Notices hereunder shall be in writing and may either be delivered personally or sent by registered or certified mail, return receipt requested, postage prepaid, attention to the parties at the addresses listed below. Director is authorized to execute all notices or demands which are required or permitted by County under this Contract. Addresses and parties to be notified may be changed by providing at least ten (10) working days prior written notice to the other party.

A. Notices to County shall be addressed as follows:

- (1) Department of Public Health
Division of HIV and STD Programs

600 South Commonwealth Avenue
10th Floor
Los Angeles, California 90005

Attention: Director

- (2) Department of Public Health
Contracts and Grants Division
313 North Figueroa Street, 6th Floor-West
Los Angeles, California 90012-2659

Attention: Division Chief

B. Notices to Contractor shall be addressed as follows:

- (1) Public Counsel
610 South Ardmore Avenue
Los Angeles, California 90005

Attention: Hernán D. Vera
President and Chief Executive Officer

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IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Contract to be subscribed by its Director of Public Health, and Contractor has caused this Contract to be subscribed in its behalf by its duly authorized officer, the day, month, and year first above written.

COUNTY OF LOS ANGELES

By _____
Jonathan E. Fielding, M. D., M.P.H.
Director and Health Officer

PUBLIC COUNSEL
Contractor

By _____
Signature

Printed Name

Title _____
(AFFIX CORPORATE SEAL)

APPROVED AS TO FORM
BY THE OFFICE OF THE COUNTY COUNSEL
JOHN F. KRATTLI
County Counsel

APPROVED AS TO CONTRACT
ADMINISTRATION:

Department of Public Health

By _____
Patricia Gibson, Chief
Contracts and Grants Division

PH-Pending

**PUBLIC COUNSEL
HUMAN IMMUNODEFICIENCY VIRUS (HIV)/
ACQUIRED IMMUNE DEFICIENCY SYNDROME (AIDS)
LEGAL SERVICES**

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PH-Pending

EXHIBIT A**PUBLIC COUNSEL****HUMAN IMMUNODEFICIENCY VIRUS (HIV)/
ACQUIRED IMMUNE DEFICIENCY SYNDROME (AIDS)
LEGAL SERVICES**

1. DESCRIPTION: HIV/AIDS legal services are those provided by an attorney who is a member in good standing with the State Bar of California and/or law students, law school graduates, and other legal professionals under the supervision of such an attorney. HIV/AIDS legal services shall help mitigate the impact of restrictive economic conditions by providing relevant legal advice, support, and intervention directly necessitated by legal challenges due to an individual's HIV/AIDS status. Such legal services shall include, but not be limited to, interventions necessary to ensure client's access to and maintenance of primary eligible benefits. It does not include any legal services that arrange for guardianship or adoption of children after the death of their legal caregiver.

2. PERSONS TO BE SERVED: HIV/AIDS legal services shall be provided to indigent persons living with HIV/AIDS residing within Los Angeles County in accordance with Attachment 1, "Service Delivery Questionnaire", attached hereto and incorporated herein by reference. HIV/AIDS legal services shall be culturally and linguistically appropriate for the population(s) served. Such services shall serve persons who are eligible as described in Paragraph 5, CLIENT/PATIENT ELIGIBILITY, and shall prioritize those who have multiple, complex medical and psychosocial issues that

interfere with accessing, maintaining, and adhering to primary HIV health care and other support services.

3. COUNTY'S MAXIMUM OBLIGATION:

A. During the period of date of Board approval through February 28, 2013, maximum obligation of County for all services provided hereunder shall not exceed Thirty One Thousand, Two Hundred Fifty Dollars (\$31,250).

B. During the period of March 1, 2013 through February 28, 2014, maximum obligation of County for all services provided hereunder shall not exceed One Hundred Twenty Five Thousand Dollars (\$125,000).

C. If contract is extended, during the period of March 1, 2014 through February 28, 2015, maximum obligation of County for all services provided hereunder shall not exceed One Hundred Twenty Five Thousand Dollars (\$125,000).

4. COMPENSATION: County shall compensate Contractor for performing services hereunder as set forth in Exhibit C. Contract funds may not be used to support any criminal defense, discrimination litigation, or class action suits that are unrelated to HIV/AIDS medical support services. Invoices and cost reports must be submitted and will be reimbursed in accordance with this Contract.

5. CLIENT ELIGIBILITY: Contractor shall be responsible for developing and implementing client eligibility criteria. Such criteria shall include client's HIV status, residency in Los Angeles County, and income. Verification of client's Los Angeles County residency and income shall be conducted every six months.

A. Services shall be provided to patients who live at or below four hundred percent (400%) of the Federal Poverty Level and who have the greatest need for HIV/AIDS legal services.

Patient's annual healthcare expenses that are paid for through use of the patient's income may be considered deductions against the patient's income for the purposes of determining the patient's income level.

6. CLIENT/PATIENT FEE SYSTEM: Contractor shall comply with provisions of Section 2605 (e) of Title 26 (Ryan White Program) which is entitled "Requirements Regarding Imposition of Charges for Services", incorporated into this Contract as Exhibit G.

Contractor shall be responsible for developing and implementing a patient fee system. Such system shall include, but not be limited to, the following components:

- A. Procedures and forms used in financial screening of patients;
- B. Schedule of fees; Under this Contract no fees are to be charged;
- C. Procedures and forms used in determining whether patient is covered by any third party payor, such as Medicare, Medi-Cal, managed care program, or other private insurance;
- D. Description of mechanism or procedures used in assisting patients in applying for public benefits, entitlement programs, and/or other health insurance programs for which they may be eligible; and
- E. The frequency intervals of subsequent patient financial screenings.

7. SERVICE DELIVERY SITE: Contractor's facility where service is to be provided hereunder is located at: Public Counsel, 610 South Ardmore Avenue, Los

Angeles, California, 90005. Contractor may also provide services at any offsite clinic locations throughout the County of Los Angeles where Contractor's legal services are otherwise provided, including, without limitation, the Rand Schrader Health & Research Center located at 1300 North Mission Road, Los Angeles, California 90033. Contractor shall request approval from Division of HIV and STD Programs (DHSP) in writing a minimum of thirty (30) days before terminating services at such location(s) and/or before commencing services at any other location(s).

8. SERVICES TO BE PROVIDED: During each period of this Contract, Contractor shall provide HIV/AIDS legal services to eligible clients in accordance with procedures formulated and adopted by the State Bar of California and consistent with laws, regulations, Los Angeles County Commission on HIV Standards of Care for Legal Services and the terms of this Contract. Contractor shall comply with all applicable federal, State, County, and local laws and regulations and all applicable rules of professional conduct governing the provision of legal services as they currently exist or shall exist at any future time during the term of this Contract. Services to be provided shall include, but shall not be limited to, the following activities:

A. Public Benefit Assistance: Providing legal representation, assistance, and education to ensure access to and maintenance of eligible public/private benefits and/or entitlement programs for a minimum of seventy-five (75) unduplicated clients. These services shall include the provision of legal assistance in obtaining health insurance coverage and challenging unlawful termination or denial of health insurance benefits.

B. Preventive Legal Educational Forums: Conducting three (3) preventive legal education forums for persons living with HIV/AIDS. Contractor shall evaluate the effectiveness of its education forums after each such presentation.

C. Informational Sessions: Conducting informational sessions regarding legal issues relevant to persons living with HIV/AIDS for staff of community-based organizations and healthcare providers. Contractor shall evaluate the effectiveness of its informational sessions after each such presentation.

9. DIRECT SERVICES:

A. Client Intake: Client intake is required for all clients who request or are referred to Contractor for HIV legal services. The intake determines eligibility and includes demographic data, emergency contact information, next of kin and eligibility documentation. Client intake shall be completed during the first contact with the potential client. Contractor shall maintain a client record of each eligible client receiving legal services. All required documentation shall be maintained within each client record, including required intake information, forms, and eligibility documentation.

During the intake process and throughout HIV/AIDS legal service delivery, client confidentiality shall be strictly maintained and enforced complying with all relevant legal practice standards of the State Bar of California.

As appropriate and to the extent necessary, Release of Information forms will be gathered. These forms detail the specific person(s) or agencies to or from whom information will be released as well as the specific kind of information to be released. New forms must be added for individuals not listed on the most current

Release of Information. (Specification should indicate the type of information that can be released.)

(1) Required Forms: Completed forms are required for each client:

(a) Release of Information (must be updated annually).

New forms must be added for those individuals not listed on the existing Release of Information. (Specification should be made about what type of information can be released).

(b) Client Rights and Responsibilities (which may be set forth in the Contractor's normal retainer Contract).

(2) Required Eligibility Documentation: Contractor shall obtain the following client eligibility documentation:

(a) Verification of HIV diagnosis;

(b) Verification of income (which may be self-certified if other documentation is not available);

(c) Verification of residence in Los Angeles County (which may be self-certified if other documentation is not available).

B. Legal Check-Up: Contractor shall provide a legal check-up of a client's legal needs which shall include:

(1) A comprehensive one-on-one legal evaluation and counseling sessions with a trained legal advocate covering the most important legal questions faced by people living with HIV/AIDS, including (but not limited to):

(a) Denial of benefits;

- (b) Tenant rights;
- (c) Immigration;
- (d) Debtor-creditor conflicts.

(2) Educating clients about how to access legal services in their communities.

(3) Services performed by staff attorneys, volunteer attorneys or law students.

(4) Delivering services in a culturally and linguistically sensitive manner.

C. Case Closures: Contractor will develop criteria and procedures for case closure. All attempts to contact the client and notifications about case closure will be documented in the client file, along with the reason for case closure. Cases will be closed in accordance with the State Bar of California's Rules of Professional Conduct. To the extent permitted by such rules, cases may be closed when the client:

- (1) Has had no direct program contact in the past six (6) months;
- (2) Has become ineligible for the service;
- (3) Has become deceased;
- (4) No longer needs the service;
- (5) Decides to discontinue the service;
- (6) Is improperly utilizing the service;
- (7) Has not complied with the retainer Contract executed by

Contractor and the client.

D. Other Services: Contractor shall conduct appropriate action on behalf of client to meet client's legal needs for which client has retained Contractor to assist. This includes providing relevant legal advice and counseling, referrals to other providers/programs (including such non-legal resources as may be appropriate), referrals to pro bono attorneys, and representing clients in court and administrative proceedings where appropriate.

10. PROGRAM RECORDS: Contractor shall maintain and ensure that its subcontractor(s) maintain adequate documentation of all HIV/AIDS legal services provided for each client in sufficient detail to permit an evaluation of such services. Required documentation per each client record shall include, but not be limited to: written documentation of HIV/AIDS diagnosis; proof of County of Los Angeles residency (which may be a self-certification if other documentation is not available); verification of client's financial eligibility for services (which may be a self-certification if other documentation is not available); client demographics; intake and assessment information; referrals provided and interventions made on behalf of the client and results of these referrals and interventions; and documentation of all legal services provided to the client and results of such service provision. The parties hereto acknowledge that the documents and information identified herein shall be disclosed only to the extent of any consent received from the client.

11. STAFFING REQUIREMENTS: Contractor's staff and attorneys shall have the skills and abilities to specialize in the areas of most critical need to people living with HIV/AIDS. Staff, attorneys and volunteers shall be trained and remain knowledgeable of relevant legal and non-legal HIV/AIDS issues. Staff attorneys, licensed by the State

of California and members in good standing with the State Bar of California, shall coordinate, supervise and/or provide all services. Licensed volunteer attorneys, law students, law school graduates and other legal professionals shall practice under the supervision of a qualified staff attorney to expand program capacity. Contractor may not bill County for services delivered by volunteers but may bill for Contractor's time related to recruiting, training or supporting such volunteers to provide services under this Contract. All legal services staff and volunteers shall complete an agency-based orientation before providing services.

Contractor shall ensure attorneys and volunteer attorneys will practice according to the State Bar of California's Rules of Professional Conduct.

12. CONTRACTOR'S SUBCONTRACT/CONSULTANT REQUIREMENTS:

Contractor shall ensure that subcontractors and consultants providing services under this Contract shall commence services within thirty (30) days of the execution of this Contract. Subcontract and consultant Agreements shall be signed and dated by the Contractor's Director, or his/her authorized designee(s), prior to commencement of subcontracted and/or consultant services.

13. REPORTS: Subject to any obligations under federal and state confidentiality laws or applicable rules of professional conduct that restrict disclosure of client information, Contractor shall submit the following reports:

A. Monthly Reports: As directed by DHSP, Contractor shall submit a signed hard copy of the monthly report and, as requested, the electronic format of the report no later than thirty (30) days after the end of each calendar month. The reports shall clearly reflect all required information as specified on the

monthly report form and be transmitted, mailed, or delivered to Division of HIV and STD Programs, 600 South Commonwealth Avenue, 10th Floor, Los Angeles, California 90005, Attention: Financial Services Division, Chief.

B. Semi-Annual Reports: As directed by DHSP, Contractor shall submit a six (6) month summary of the data in hard copy and/or electronic format for (i) the six month period commencing on the Effective Date and ending on the day immediately preceding the six month anniversary of the Effective Date and (ii) each six month period thereafter.

C. Annual Reports: As directed by DHSP, Contractor shall submit a summary of data in hard copy and/or electronic format for each calendar year in which services are provided hereunder. Such summary shall be due by the end of February of the year immediately following the year covered by such report.

D. As directed by DHSP, Contractor shall submit other monthly, quarterly, semi-annual, and/or annual reports in hard copy and/or electronic format within the specified time period for each requested report. Reports shall include all the required information and be completed in the designated format.

14. COUNTY MANAGEMENT DATA SYSTEM: Contractor shall utilize County's data management system to register patient's eligibility data, demographic/resource data, enter service utilization data, support service outcomes, and to record linkages/referrals to other service providers and/or systems of care. County's system will be used to invoice for all delivered services, standardize reporting, import efficiency of billing, support program evaluation processes, and provide DHSP and participating contractors with information relative to the HIV/AIDS epidemic in Los Angeles County.

Contractor shall ensure data quality and compliance with all data submission requirements.

15. EMERGENCY AND DISASTER PLAN: Contractor shall submit to DHSP within thirty (30) days of the execution of this Contract an emergency and disaster plan, describing the procedures and actions to be taken in the event of an emergency, disaster, or disturbance in order to safeguard Contractor's staff and recipients of services from Contractor. Situations to be addressed in the plan shall include emergency medical treatment for physical illness or injury of Contractor's staff and recipients of services from Contractor, earthquake, fire, flood, resident disturbance, and work action. Such plan shall include Contractor's specific procedures for providing this information to all program staff.

16. EMERGENCY MEDICAL TREATMENT: Clients receiving services hereunder who require emergency medical treatment for physical illness or injury shall be transported to an appropriate medical facility. The cost of such transportation as well as the cost of emergency medical care shall not be a charge to nor reimbursable hereunder. Contractor shall have a written policy(ies) for Contractor's staff regarding how to access Emergency Medical Treatment for recipients of services from the Contractor's staff. A copy of the written policies shall be sent to County's Department of Public Health, Division of HIV and STD Programs, within thirty (30) days of the execution of this Contract and addressed to: Office of the Medical Director.

17. EQUIPMENT PURCHASE: All equipment to be reimbursed by this Contract must be pre-approved by the DHSP. Equipment purchase applies to the Contractor and any subcontractors. The justification for the purchase should include how many clients

will benefit from the purchase of the equipment during each budget period. For the purpose of this Contract, Equipment is defined as an item with a unit cost of Five Thousand Dollars (\$5,000) or more and a life expectancy of four (4) or more years.

18. ANNUAL TUBERCULOSIS SCREENING FOR STAFF: Prior to employment or service provision and annually thereafter, Contractor shall obtain and maintain documentation of tuberculosis screening for each employee and consultant who has direct contact with a client in providing services hereunder. Such tuberculosis screening shall consist of a tuberculin skin test (Mantoux test) and/or written certification by a physician that the person is free from active tuberculosis based on a chest x-ray.

Contractor shall adhere to Exhibit H, "Guidelines for Staff Tuberculosis Screening", attached hereto and incorporated herein by reference. Director shall notify Contractor of any revision of these Guidelines, which shall become part of this Contract.

19. PEOPLE WITH HIV/AIDS BILL OF RIGHTS AND RESPONSIBILITIES: Contractor shall adhere to all provisions within Exhibit I, People with HIV/AIDS Bill of Rights and Responsibilities (Bill of Rights), attached hereto and incorporated herein by reference. Contractor shall post this document and/or Contractor-specific higher standard at all providers' delivery service sites, and disseminate it to all patients/clients. A Contractor-specific higher standard shall include, at a minimum, all provisions within the Bill of Rights. In addition, Contractor shall notify and provide to its officers, employees, and agents, the Bill of Rights document and/or Contractor-specific higher standard.

If Contractor chooses to adapt this Bill of Rights document in accordance with Contractor's own document, Contractor shall demonstrate to DHSP, upon request, that

Contractor fully incorporated the minimum conditions asserted in the Bill of Rights document.

20. REVIEW AND APPROVAL OF HIV/AIDS RELATED MATERIALS: The purchase of all materials, supplies, and or equipment to provide the applicable services under this contract is the responsibility of the Contractor. Contractor shall use materials, supplies and/or equipment that are safe for the environment and safe for use by the employee. Such materials, supplies, equipment, etc., must have been clearly identified in the program budget and must have been approved in advance of purchase by the DHSP Director in order to be eligible for cost reimbursement.

A. In no event shall the County be liable or responsible for payment for materials, supplies, and/or equipment purchased absent the required prior written approval. Any and all materials, supplies, and/or equipment purchased under this Contract are the property of County and must be returned to County in good working order at the end of the Term of the Contract. Contractor shall provide DHSP with an annual list of equipment purchased through this Contract and at the written request DHSP. Contractor shall obtain written approval from DHSP's Director or designee for all program administrative, educational materials and promotional associated documents utilized in association with this Contract prior to its implementation and usage to ensure that materials developed in support of services are reflective of state-of-the-art HIV/AIDS linguistically competent, adherent to community norms and values, are culturally sensitive and are in compliance with contract requirements.

B. All DHSP funded program must comply with all federal, State, County

and local regulations regarding HIV/AIDS-related educational materials.

C. All materials used by the agency for DHSP-funded activities must be submitted for approval to DHSP, whether or not they were developed using DHSP funds, in accordance with DHSP's latest Material Review Protocol available at <http://publichealth.lacounty.gov/aids/materialsreview.htm>

D. Contractor shall submit all program administrative, educational materials and promotional associated documents for each new or renewed contract prior to implementation. Administrative materials and promotional associated documents must be submitted thirty (30) days prior to intended use. Educational materials must be submitted sixty (60) days prior to intended use or as outlined in the SOW.

E. For the purposes of this Contract, program administrative, educational materials and promotional associated documents may include, but are not limited to:

- (1) Written materials (e.g., curricula, outlines, pamphlets, brochures, fliers, social marketing materials), public announcement, printing, duplication and literature;
- (2) Audiovisual materials (e.g., films, videotapes);
- (3) Pictorials (e.g., posters and similar promotional and educational materials using photographs, slides, drawings, or paintings).
- (4) Confidentiality agreement form;
- (5) Data collection forms;
- (6) Commitment forms;

- (7) Policies and procedures for services provided;
- (8) Protocols;
- (9) Promotional flyers and posters
- (10) Sign in sheets;
- (11) Consent forms, and
- (12) Individual service plan/Assessment/Progress note forms.

F. Approved materials which have had the educational content revised, updated or changed in any way must be re-submitted for approval. Materials that contain certain types of information including but not limited to: statistics, resources, benefits or treatment information should be submitted every contract term to ensure that they contain the most updated information. Educational curricula must be re-submitted each year/term of the contract. Changes such as the updating of addresses, phone numbers or website links do not require re-submission, as a letter to DHSP's Director detailing the updated information shall suffice.

G. Contractor further agrees that all public announcements, literature, audiovisuals, and printed material used on this project and developed by Contractor or otherwise, in whole or in part is credited to the funding source as follows: "This project was supported by funds received from the Division of HIV and STD Programs, the State of California, Department of Public Health Services, Office of AIDS, and the U.S. Department of Health and Human Services, Health Resources Services Administration."

21. COUNTY'S COMMISSION ON HIV: Contractor shall actively view the County's Commission on HIV (Commission) website <http://www.hivcommission-la.info/> and where possible participate in the deliberations, hard work, and respectful dialogue of the Commission to assist in the planning and operations of HIV/AIDS care services in Los Angeles County.

22. HOURS OF OPERATION: Contractor shall be required to provide services during regular business hours, 8:00 a.m. through 5:00 p.m., on all week days (Monday through Friday) except those designated as holidays as noted below. County may require additional service hours in order to meet specific tasks. Additional evening and weekend hours may be required. Innovative schedules designed to meet patient needs are ideal.

Contractor is not required to work on the following County recognized holidays: New Year's Day; Martin Luther King's Birthday; Presidents' Day; Memorial Day; Independence Day; Labor Day; Columbus Day; Veterans' Day; Thanksgiving Day; Friday after Thanksgiving Day; and/or Christmas Day.

23. RYAN WHITE SERVICE STANDARDS:

A. Contractor shall maintain materials documenting Consumer Advisory Board's (CAB) activities and meetings: Documentation shall consist of but shall not be limited to:

- (1) CAB Membership;
- (2) Dated meetings;
- (3) Dated minutes;
- (4) A review of agency's bylaws; or

(5) An acceptable equivalent. The CAB shall regularly implement and establish:

- (a) Satisfactory survey tool;
- (b) Focus groups with analysis and use of documented results, and/or;
- (c) Public meeting with analysis and use of documented results;
- (d) Maintain visible suggestion box; or
- (e) Other client input mechanism.

B. Contractor shall develop policies and procedures to ensure that services to clients are not denied based upon client's:

- (1) Inability to produce income;
- (2) Non-payment of services;
- (3) Requirement of full payment prior to services. Additionally, sliding fee scales, billing/collection of co-payment and financial screening must be done in a culturally appropriate manner to assure that administrative steps do not present a barrier to care and the process does not result in denial of services to eligible clients.

C. Contractor shall develop a plan for provision of services to ensure that clients are not denied services based upon pre-existing and/or past health conditions. This plan shall include but is not limited to:

- (1) Maintaining files of eligibility and clinical policies;

(2) Maintaining files on individuals who are refused services and the reason for the refusal.

(a) Documentation of eligibility and clinical policies to ensure that they do not:

(i) Permit denial of services due to pre-existing conditions;

(ii) Permit denial of services due to non-HIV related conditions (primary care);

(iii) Provide any other barriers to care due to a person's past or present health condition.

D. Contractor shall ensure that its agency's policies and procedures comply with the American with Disabilities Act (ADA) requirements. These requirements shall include but is not be limited to:

(1) A facility that is handicapped accessible;

(2) Accessible to public transportation;

(3) Provide means of transportation, if public transportation is not accessible;

(4) Transportation assistance.

E. Contractor shall develop and maintain files documenting agency's activities for promotion of HIV related services to low-income individuals.

Documentation shall include copies of:

(1) HIV program materials promoting services;

(2) Documentation explaining eligibility requirements;

- (3) HIV/AIDS diagnosis;
- (4) Low income supplemental;
- (5) Uninsured or underinsured status;
- (6) Determination of eligibility and enrollment in other third party insurance programs including Medicaid and Medicare, every six months;
- (7) Proof of compliance with eligibility as defined by Eligibility Metropolitan Area (EMA), Transitional Grant Areas (TGA), or State of California, every six months;
- (8) Document that all staff involved in eligibility determination have participated in required training;
- (9) Ensure that agency's data report is consistent with funding requirements.

F. Contractor shall ensure that its policies and procedures classify veterans who are eligible for Veteran Affairs (VA) benefits. Those classified as uninsured, thus are exempt as veterans from "payor of last resort" requirement.

G. Contractor shall develop and maintain approved documentation for:

- (1) An employee Code of Ethics;
- (2) A Corporate Compliance Plan (for Medicare and Medicaid providers);
- (3) Bylaws and policies that include ethics standards or business conduct practices.

H. Contractor shall ensure that all employees have criminal background clearances and/or an exemption prior to employment. Documentation shall be maintained on file, including but is not limited to:

- (1) Penalties and disclosure procedures for conduct/behavior deemed to be felonies; and
- (2) Safe Harbor Laws.

I. Contractor shall maintain accurate records concerning the provision of behavioral health care services.

(1) Contractor shall have adequate written policies and procedures to discourage soliciting cash or in-kind payments for:

- (a) Awarding contracts;
- (b) Referring Clients;
- (c) Purchasing goods or service;
- (d) Submitting fraudulent billing;

(2) Contractor shall maintain and develop adequate written policies and procedures that discourage:

- (a) Hiring of persons with a criminal record
- (b) Hiring of persons being investigated by Medicare or Medicaid;
- (c) Exorbitant signing packages or large signing bonuses;
- (d) Premiums or services in return for referral of consumers;
- (e) Induce the purchase of items or services; and/or
- (f) Use of multiple charge masters or payment schedules:

- (i) Self paying clients;
- (ii) Medicare/Medicaid paying clients; or
- (iii) Personal or private insurance companies.

J. Contractor shall develop an anti-kickback policy to include but is not limited to:

- (1) Implications;
- (2) Appropriate uses; and
- (3) Application of safe harbors laws.

Additionally, Contractor shall comply with Federal and State anti-kickback statutes, as well as the “Physician Self –referral Law” or similar regulations.

K. The following activities are prohibited by law and shall not be engaged in by Contractor:

- (1) Making any statement of any kind in claim for benefits which are known or should have been known to be false;
- (2) Retain funds from any program for services not eligible;
- (3) Pay or offer to pay for referral of individuals for services;
- (4) Receive any payment for referral of individual for services;
- (5) Conspire to defraud entitlement programs or other responsible employee or contractors;
- (6) In any way prevent delay or delay communication of information or records;
- (7) Steal any funds or other assets.

L. In addition, Contractor shall ensure that the plan include procedures for the reporting of possible non-compliance and information regarding possible corrective action and/or sanctions which might result from non-compliance.

24. CULTURAL COMPETENCY: Program staff should display non-judgmental, cultural-affirming attitudes. Program staff should affirm that clients of ethnic and cultural communities are accepted and valued. Programs are urged to participate in an annual self-assessment of their cultural proficiency.

SERVICE DELIVERY SITE QUESTIONNAIRE

SERVICE DELIVERY SITES

TABLE 1

Site# 1 of 2

- | | | | | |
|---|-----------------------------------|---|-------------------|--------------|
| 1 | Agency Name: | <u>Public Counsel.</u> | | |
| 2 | Executive Director: | <u>Hernán Vera, President and Chief Executive Officer</u> | | |
| 3 | Address of Service Delivery Site: | <u>610 South Ardmore Avenue</u> | | |
| | | <u>Los Angeles</u> | <u>California</u> | <u>90005</u> |
- 4 From which Service Planning Area will Contractor assist clients?
- | | | | |
|----------|---------------------------|----------|--------------------------|
| <u>X</u> | One: Antelope Valley | <u>X</u> | Two: San Fernando Valley |
| <u>X</u> | Three: San Gabriel Valley | <u>X</u> | Four: Metro Los Angeles |
| <u>X</u> | Five: West Los Angeles | <u>X</u> | Six: South Los Angeles |
| <u>X</u> | Seven: East Los Angeles | <u>X</u> | Eight: South Bay |
- 5 From which Supervisorial District will clients be accepted?
- | | | | |
|----------|-------------------------------|----------|-------------------------------|
| <u>X</u> | One: Supervisor Molina | <u>X</u> | Two: Supervisor Ridley-Thomas |
| <u>X</u> | Three: Supervisor Yaroslavsky | <u>X</u> | Four: Supervisor Knabe |
| <u>X</u> | Five: Supervisor Antonovich | | |
- 6 In which Supervisorial District are the primary service delivery sites?
- | | | | |
|---------------|-------------------------------|---------------|-------------------------------|
| <u>X</u> | One: Supervisor Molina | <u>X</u> | Two: Supervisor Ridley-Thomas |
| <u> </u> | Three: Supervisor Yaroslavsky | <u> </u> | Four: Supervisor Knabe |
| <u> </u> | Five: Supervisor Antonovich | | |
- 7 Based on the number of legal hours to be provided at this site, what percentage of your allocation is designated to this site? 50%

SERVICE DELIVERY SITE QUESTIONNAIRE

SERVICE DELIVERY SITES

TABLE 1

Site# 2 of 2

- | | | | | |
|---|-----------------------------------|--|------------|-------|
| 1 | Agency Name: | Public Counsel. | | |
| 2 | Executive Director: | Hernán Vera, President and Chief Executive Officer | | |
| 3 | Address of Service Delivery Site: | 1300 North Mission Road (Rand Schrader Clinic) | | |
| | | Los Angeles | California | 90003 |
- 4 From which Service Planning Area will Contractor assist clients?
- | | |
|---|---|
| <u> </u> One: Antelope Valley | <u> </u> Two: San Fernando Valley |
| <u> </u> Three: San Gabriel Valley | <u> </u> X Four: Metro Los Angeles |
| <u> </u> Five: West Los Angeles | <u> </u> Six: South Los Angeles |
| <u> </u> Seven: East Los Angeles | <u> </u> Eight: South Bay |
- 5 From which Supervisorial District will clients be accepted?
- | | |
|---|---|
| <u> </u> X One: Supervisor Molina | <u> </u> X Two: Supervisor Ridley-Thomas |
| <u> </u> X Three: Supervisor Yaroslavsky | <u> </u> X Four: Supervisor Knabe |
| <u> </u> X Five: Supervisor Antonovich | |
- 6 In which Supervisorial District are the primary service delivery sites?
- | | |
|---|---|
| <u> </u> X One: Supervisor Molina | <u> </u> Two: Supervisor Ridley-Thomas |
| <u> </u> Three: Supervisor Yaroslavsky | <u> </u> Four: Supervisor Knabe |
| <u> </u> Five: Supervisor Antonovich | |
- 7 Based on the number of legal hours to be provided at this site, what percentage of your allocation is designated to this site? %

EXHIBIT C**SCHEDULE 1****PUBLIC COUNSEL**

**HUMAN IMMUNODEFICIENCY VIRUS (HIV)/
ACQUIRED IMMUNE DEFICIENCY SYNDROME (AIDS)
LEGAL SERVICES**

	<u>Budget Period</u> Date of Board Approval Through <u>February 28, 2013</u>
Salaries	\$ 25,537
Employee Benefits	\$ 4,630
Total Salaries and Benefits	<u>\$ 30,167</u>
Travel	\$ 360
Equipment	\$ 0
Supplies	\$ 0
Other	\$ 723
Consultants/Subcontractors	\$ 0
Indirect Costs*	<u>\$ 0</u>
TOTAL PROGRAM BUDGET	\$ 31,250

During the term of this Agreement, any variation to the above budget must have prior written approval of the Division of HIV and STD Programs' Director. Funds shall only be utilized for eligible program expenses. Invoices and cost reports must be submitted and will be reimbursed in accordance with approved line-item detailed budgets.

EXHIBIT C

SCHEDULE 2

PUBLIC COUNSEL

HUMAN IMMUNODEFICIENCY VIRUS (HIV)/
ACQUIRED IMMUNE DEFICIENCY SYNDROME (AIDS)
LEGAL SERVICES

	<u>Budget Period</u> March 1, 2013 Through <u>February 28, 2014</u>
Salaries	\$ 102,190
Employee Benefits	\$ 18,527
Total Salaries and Benefits	<u>\$ 120,717</u>
Travel	\$ 1,413
Equipment	\$ 0
Supplies	\$ 0
Other	\$ 2,870
Consultants/Subcontractors	\$ 0
Indirect Costs*	<u>\$ 0</u>
TOTAL PROGRAM BUDGET	\$ 125,000

During the term of this Agreement, any variation to the above budget must have prior written approval of the Division of HIV and STD Programs' Director. Funds shall only be utilized for eligible program expenses. Invoices and cost reports must be submitted and will be reimbursed in accordance with approved line-item detailed budgets.

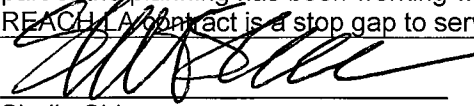
EXHIBIT C**OPTIONAL EXTENSION TERM
SCHEDULE 3****PUBLIC COUNSEL****HUMAN IMMUNODEFICIENCY VIRUS (HIV)/
ACQUIRED IMMUNE DEFICIENCY SYNDROME (AIDS)
LEGAL SERVICES**

Budget Period
March 1, 2014
Through
February 28, 2015


Salaries	\$	102,190
Employee Benefits	\$	18,527
Total Salaries and Benefits	\$	<u>120,717</u>
Travel	\$	1,413
Equipment	\$	0
Supplies	\$	0
Other	\$	2,870
Consultants/Subcontractors	\$	0
Indirect Costs*	\$	<u>0</u>
TOTAL PROGRAM BUDGET	\$	<u>125,000</u>

During the term of this Agreement, any variation to the above budget must have prior written approval of the Division of HIV and STD Programs' Director. Funds shall only be utilized for eligible program expenses. Invoices and cost reports must be submitted and will be reimbursed in accordance with approved line-item detailed budgets.

SOLE SOURCE CHECKLIST
REACH EDUCATION IN ACTION COALITION TO FOSTER HEALTH dba REACH LA
HIV/AIDS TRANSITIONAL CASE MANAGEMENT SERVICES

Check (✓)	JUSTIFICATION FOR SOLE SOURCE PROCUREMENT OF SERVICES
	<i>Identify applicable justification and provide documentation for each checked item.</i>
	➤ Only one bona fide source for the service exists; performance and price competition are not available.
	➤ Quick action is required (emergency situation)
	➤ Proposals have been solicited but no satisfactory proposals were received.
	➤ Additional services are needed to complete an ongoing task and it would be prohibitively costly in time and money to seek a new service provider.
	➤ Maintenance service agreements exist on equipment which must be serviced by the authorized manufacturer's service representatives.
	➤ It is most cost-effective to obtain services by exercising an option under an existing contract.
	➤ It is the best interest of the County (e.g., administrative cost savings, too long a learning curve for a new service provider, etc.).
✓	<p>➤ Other reason. Please explain:</p> <p>REACH LA is recommended as a sole source provider because it has clinical expertise, experience, and established transitional case management for youth (TCMY) programs. REACH LA was identified after an evaluation of existing providers that could meet the following: 1) experience providing youth-specific HIV services; 2) demonstrated cultural competency in serving the priority population (gay- and bisexual-identified, African-American youth at high risk for or infected with HIV); and 3) ability to deliver services in Service Planning Area (SPA) 6, as there are currently no TCMY services in SPA 6. REACH LA was the only agency who met all three criteria. Other providers who serve youth were considered; however, none offer services in SPA 6. While REACH LA will provide TCMY services in their downtown headquarters, they also have the ability to provide TCMY services in SPA 6 at the OASIS clinic, thereby filling current gaps in service availability.</p> <p>REACH LA will offer case management services in SPA 6 and SPA 4, both heavily impacted by HIV/AIDS. REACH LA will co-locate a youth case manager at the OASIS clinic in SPA 6 and TCMY services provided in SPA 4 will complement REACH LA's existing HIV prevention and recreational activities. This will allow young people living with HIV/AIDS to access TCMY services in a confidential setting, a key component as confidentiality helps ensure youth engagement. No other SPAs will be served by REACH LA as there are two other TCMY programs serving SPAs 3, 4 and 7. DPH intends to put the services out to bid and part of the planning has been working with the community to develop a TCMY Protocol. REACH LA contract is a stop gap to serve clients at OASIS until DPH releases an RFP.</p>
	<div style="display: flex; justify-content: space-between;"> <div>  Sheila Shima Deputy Chief Executive Officer, CEO </div> <div> 11/28/12 Date </div> </div>

**SOLE SOURCE CHECKLIST
PUBLIC COUNSEL
HIV/AIDS LEGAL SERVICES**

Check (✓)	JUSTIFICATION FOR SOLE SOURCE PROCUREMENT OF SERVICES
	<i>Identify applicable justification and provide documentation for each checked item.</i>
	➤ Only one bona fide source for the service exists; performance and price competition are not available.
	➤ Quick action is required (emergency situation)
	➤ Proposals have been solicited but no satisfactory proposals were received.
	➤ Additional services are needed to complete an ongoing task and it would be prohibitively costly in time and money to seek a new service provider.
	➤ Maintenance service agreements exist on equipment which must be serviced by the authorized manufacturer's service representatives.
	➤ It is most cost-effective to obtain services by exercising an option under an existing contract.
	➤ It is the best interest of the County (e.g., administrative cost savings, too long a learning curve for a new service provider, etc.).
✓	<p>➤ Other reason. Please explain:</p> <p>DPH will execute a sole source contract with Public Counsel to provide free HIV/AIDS legal services to former HIV/AIDS Legal Services Alliance (HALSA) clients to develop transition plans for up to 300 clients with outstanding legal issues. Public Counsel currently operates a medical-legal partnership (MLP) onsite at the Rand Schrader Clinic solely for People Living with HIV/AIDS (PLWH/A). Public Counsel has several years of prior experience with MLPs focusing on specific communities and is therefore able to leverage that expertise to expand the scope of the services available at the Rand Schrader MLP.</p> <p>Public Counsel is recommended for this sole source contract due to the closure of HALSA in May 2012, which left many HIV/AIDS clients with unresolved legal issues. Public Counsel was one of the five founding members of HALSA in 1997. Public Counsel is the largest <i>pro bono</i> law office in the nation. Public Counsel has continually been a place other agencies have referred PLWHA for legal assistance. As part of their client transition plan, HALSA referred all of their clients to Public Counsel. DPH supports this sole source with Public Counsel as providing access to free legal services on-site at primary care clinics is an effective way of reaching PLWH/A and ensuring that they remain in medical care. In addition, the Commission on HIV prioritized additional resources for the specific purpose of assisting clients to transition to an alternate legal service provider.</p>
	<div style="display: flex; justify-content: space-between;"> <div style="text-align: center;">  Sheila Shima Deputy Chief Executive Officer, CEO </div> <div style="text-align: center;"> 11/28/12 Date </div> </div>